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(914) 997-1212

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
SPACE AGE ALARMS, INC.,

Plaintiff(s),

-against-

Case Dkt. No.:

**07-CV-7606 (CLB)(MDF)**

THE BOARD OF EDUCATION OF THE  
WHITE PLAINS CITY SCHOOL DISTRICT,  
MICHAEL J. LYNCH AND  
ALARM SPECIALISTS, INC.

Defendant(s).

-----X

**ANSWER TO COMPLAINT &  
CROSS-CLAIM &  
AFFIRMATIVE DEFENSES**

Defendant, ALARM SPECIALIST, INC., by its attorneys, JASNE & FLORIO, L.L.P., as  
for their Verified Answer to the plaintiff's Verified Complaint, respectfully alleges:

**JURISDICTION AND VENUE**

1. Defendant, ALARM SPECIALIST, INC., denies the truth of the allegations designated within Plaintiff's Verified Complaint as paragraph: 1, specifically as to jurisdiction in this

matter & paragraph 2.

### **PARTIES**

2. Defendant, ALARM SPECIALIST, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraphs designated within Plaintiff's Verified Complaint as: 3, 4 & 5.
3. Defendant, ALARM SPECIALIST, INC, admits the truth to the allegations designated with the Plaintiff's Verified Complaint as paragraph: 6.

### **BACKGROUND FACTS**

4. Defendant, ALARM SPECIALIST, INC., denies knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraphs designated within Plaintiff's Verified Complaint as: 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62 and 64.
5. Defendant, ALARM SPECIALIST, INC., denies the truth of the allegations designated within Plaintiff's Verified Complaint as: 29, 30, 33, 34 and 35.
6. Defendant, ALARM SPECIALIST, INC, admits the truth to the allegations designated with the Plaintiff's Verified Complaint as paragraphs: 39, 43 and 63.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT I**

7. The allegations set forth under COUNT I are designated as inapplicable to Defendant, ALARM SPECIALIST, INC. and therefore not responded to specifically.
8. To the extent that any paragraph within COUNT I may be deemed as applicable to Defendant ALARM SPECIALISTS, INC, said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT II**

9. The allegations set forth under COUNT II are designated as inapplicable to Defendant, ALARM SPECIALIST, INC. and therefore not responded to specifically.
10. To the extent that any paragraph within COUNT II may be deemed as applicable to Defendant ALARM SPECIALISTS, INC, said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT III**

11. The allegations set forth under COUNT III are designated as inapplicable to Defendant, ALARM SPECIALIST, INC. and therefore not responded to specifically.

12. To the extent that any paragraph within COUNT III may be deemed as applicable to Defendant ALARM SPECIALISTS, INC, said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT IV**

13. The allegations set forth under COUNT IV are designated as inapplicable to Defendant, ALARM SPECIALISTS, INC. and therefore not responded to specifically.
14. To the extent that any paragraph within COUNT IV may be deemed applicable to Defendant ALARM SPECIALISTS, INC., said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT V**

15. The allegations set forth under COUNT V are designated as inapplicable to Defendant, ALARM SPECIALISTS, INC. and therefore not responded to specifically.
16. To the extent that any paragraph within COUNT V may be deemed applicable to Defendant ALARM SPECIALISTS, INC., said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT VI**

17. The allegations set forth under COUNT VI are designated as inapplicable to Defendant, ALARM SPECIALISTS, INC. and therefore not responded to specifically.
18. To the extent that any paragraph within COUNT VI may be deemed applicable to Defendant ALARM SPECIALISTS, INC, said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT VII**

19. The allegations set forth under COUNT VII are designated as inapplicable to Defendant, ALARM SPECIALIST, INC. and therefore not responded to specifically.
20. To the extent that any paragraph within COUNT VII may be deemed applicable to Defendant ALARM SPECIALISTS, INC, said Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in this Count and restates each and every prior statement made heretofore as if set forth at length once again.

**ANSWERING THE PLAINTIFF'S CAUSE OF ACTION**

**DESIGNATED COUNT VIII**

21. Defendant, ALARM SPECIALIST, INC., repeats and restates each and every prior statement made heretofore as if set forth at length once again.

22. Defendant, ALARM SPECIALIST, INC., denies the truth of the allegations designated within Plaintiff's Verified Complaint as paragraphs: 100, 101, 102, 104 and 105.
23. Defendant, ALARM SPECIALIST, INC, admits knowledge or information sufficient to form a belief as to the truth of the allegations designated within the Plaintiff's Verified Complaint as paragraph: 103.

**AS AND ASI's CROSS-CLAIM AGAINST DEFENDANTS**

**THE BOARD OF EDUCATION OF THE WHITE PLAINS CITY SCHOOL DISTRICT**  
**& MICHAEL J. LYNCH**

24. If the damages and injuries alleged in the Plaintiff's Verified Complaint were the result of any negligence, act or omission other than of the plaintiff, said injuries and damages were caused by the active, primary and affirmative action or inaction of the co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, its agents, servants and/or employees, without any active negligence or active participation on the part of the answering defendant contributing thereto; in that said co-defendants caused, created, maintained, controlled, supervised and was responsible for the conditions alleged in plaintiff's Verified Complaint; in that said co-defendants were the primary wrong-doer of any and all negligent or wrongful acts; and in that co-defendants actively and actually caused, created, maintained and were responsible for the conditions alleged in Plaintiff's Complaint; and that for these reasons said co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, are obligated to indemnify and hold harmless this answering defendant from and against any and all liability and damages which may be imposed upon

the answering defendant, and if any liability is found to exist on the part of this answering defendant, such liability is secondary and/or passive, or resulted solely by operation of law as opposed to the liability of said co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, whose liability is primary and active as aforesaid, and in such event the answering defendant demands judgment over and against said co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, in indemnity and/or contribution, for the amount of any verdict or judgment which shall or may be had against this answering defendant in this action, together with all costs and expenses which may be incurred in the defense of this action.

25. If the answering defendant is held liable to the plaintiff in this action, such liability and damages will have arisen out of and have been contributed to in all or in part by the breach of contract, breach of warranty, intentional acts and /or strict liability of the Co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, and in such event the answering defendant demands judgment over and against said co-defendants, the Board of Education of the White Plains City School District and Michael J. Lynch, in indemnity and /or contribution, for the amount of any verdict or judgment which shall or may be had against the answering defendant in this action, together with all costs and expenses which may be incurred in the defense of this action.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

26. The Verified Complaint fails to state a claim upon which relief can be granted.

27. Defendant, ALARM SPECIALISTS, INC., repeats and restates each and every prior statement made heretofore as if set forth at length once again.
28. Defendant ALARM SPECIALISTS, INC. (hereinafter ASI) is sued under the Supplemental Jurisdiction Claims arising under 28 USCS § 1367.
29. As sued under Supplemental Jurisdiction, Defendant ASI has the right to challenge original jurisdiction in the instant action in accord 28 USCS § 1367 (c)(3).
30. Plaintiff fails to state any claim against the other defendants to this action, specifically Defendant's The Board of Education of the White Plains City School District and Michael J. Lynch (hereinafter "MAIN" defendants): As such Plaintiff's claim must fail against the MAIN Defendant's.
31. The failure of the MAIN claim inevitably means the instant claim against ASI must equally fail and there is no claim as stated by the Plaintiffs against any Defendant hereto.
32. The crux of Plaintiff's (hereinafter "SPACE AGE" or "SA") dispute as to the MAIN Defendants is that after SA was the successful bidder the MAIN Defendants failed to assist SA to obtain needed equipment codes from Defendant ASI in order for SA to fulfill its obligations under the bid and ensuing contract.
33. SA further alleges that the reason behind this non-cooperation was bigotry based upon the fact that ASI is a Caucasian owned company while SA is minority owned by African Americans. See Complaint ¶ 62 & 63.
34. SA alleges that ASI was obligated to provide the information based upon "usages and customs of the trade". [See Complaint ¶ 102].
35. SA fails to state or proffer any proof of such "usages and customs".



36. Any such “usage and custom”, such would not constitute a binding obligation upon ASI.
37. Upon information and belief SA failed to include within its winning bid that such “usage and customs” would be a critical requirement of its bid.
38. SA has failed to state any obligation of the MAIN defendants to provide this “usage and custom” information.
39. SA has failed to state any obligation of Defendant ASI to provide this “usage and custom” information.
40. The four corners of the bids which SA won under, specifically Bid # 2007-15 and 2007-16 annexed hereto as Exhibit “A” and Exhibit “B” respectively belie any such claim of “usage and custom” in that same specifically state:

Article 1 page 15: “The Contractor shall furnish all materials, .....and equipment.....” and within 2007-15 states “floor tile installation” with the same language as to materials within Article 1 page 16 of bid # 2007-16, sans the reference to floor tile installation.
41. Upon information and belief “floor tile installation” was a typographical error which was not an issue as all parties recognized the bid was for the Fire Alarm System while the 2007-16 Bid # 2007-16 was issued for the Security System.
42. Both bid documents read virtually identically with any differences not relevant hereto.
43. Both 2007-15 & 2007-16 states under Article 1 that all “materials...and equipment” shall be furnished for the respective systems.
44. Under paragraph 3(b) listed as “General Conditions for both bids 2007-15 and 2007-16 the requirements are “the Contractor shall furnish all labor, implements and materials.....”

45. Under paragraph 13 listed as “General Conditions for both bids 2007-15 and 2007-16 the requirements are that: “Unless otherwise specified, it is the intention that new materials shall be furnished....” and goes on to state that the use of old materials requires other specific approval.
46. Upon information and belief no such approval was ever sought by SA, thus SA would be required to use new materials.
47. For SA to have fulfilled its requirements under the bid and contract it could simply have removed the ASI equipment and installed its own.
48. For SA to have fulfilled its requirements under the bid and contract it could it was required to and should have removed the ASI equipment and installed its own.
49. Installation of new equipment was a requirement of the respective governing bids for SA.
50. Installation of new equipment was a contractual obligation of the Plaintiff.
51. The Plaintiff failed in its contractual obligations.
52. Failure of a contractual obligation is sufficient to terminate the bid and Agreement between the MAIN Defendants and SA.
53. Failure of a contractual obligation is a sole and exclusive basis to terminate the bid and Agreement between the MAIN Defendants and SA.
54. Such termination is wholly devoid of any basis to allege racial bias.
55. Installation of new equipment would have completely obviated the need for the ASI codes.
56. In the face of specific contractual obligations SA pleads it failed to perform its obligations based upon “usage & custom”. The instant action must clearly fail.
57. The sole basis of the action against Defendant ASI by Plaintiff is the unsupported contention

that “custom & usage” prevails over specific contractual obligations of the Plaintiff under bid 2007-15 & 2007-16 respectively.

58. As SA can not prevail on a claim against these defendants for its own failures to meet its obligations to provide new equipment, the action must be dismissed upon a future motion for same.

#### **SECOND AFFIRMATIVE DEFENSE**

59. This court does not have jurisdiction over this answering Defendant.

#### **THIRD AFFIRMATIVE DEFENSE**

60. Plaintiff, through the exercise of his non-delegable contractual duties and obligations would have averted any alleged injuries and damages.

#### **FOURTH AFFIRMATIVE DEFENSE**

61. The venue for the within action is improper.

#### **FIFTH AFFIRMATIVE DEFENSE**

62. Upon information and belief, Plaintiff failed to mitigate or otherwise act to lessen or reduce the injuries and/or damages alleged in the Complaint.

#### **SIXTH AFFIRMATIVE DEFENSE**

63. The damages allegedly sustained by Plaintiff was not proximately caused by any conduct on

the part of this answering Defendant.

**SEVENTH AFFIRMATIVE DEFENSE**

64. Plaintiffs damages were caused and brought about by an intervening and superseding cause and were not caused by Defendant ASI or by a person or entity for whom the Defendant ASI is responsible.

**EIGHTH AFFIRMATIVE DEFENSE**

65. The damages allegedly sustained by Plaintiff was caused by the direct and proximate negligence or intentional conduct of other parties, their agents or employees, or by others unknown at this time over whom this answering Defendant had no control at any time relevant hereto, and in the event this answering Defendant is found liable to Plaintiff, which liability is expressly denied, this answering Defendant will be entitled to indemnification, contribution or apportionment of liability pursuant to applicable law.

**NINTH AFFIRMATIVE DEFENSE**

66. Plaintiffs failed to take all steps necessary and proper to mitigate damages.
67. Any award of punitive damages claimed by the Plaintiff's would violate the Fifth, Eighth and Fourteenth Amendments, and the Contracts Clause, of the Constitution of the State of New York upon the following separate grounds:
68. An award of punitive damages would violate the Defendant's right to due process.
69. An award of punitive damages would violate the Defendant's rights to equal protection of

laws.

70. An award of punitive damages would violate the guarantee that excessive fines shall not be imposed.
71. An award of punitive damages would violate the prohibition against impairing the obligation of contracts.
72. The procedure relating to the imposition of such damages improperly failed to provide objective standards limiting the award of, and amount of, punitive damages.
73. The procedures relating to the imposition of such damages improperly allow the admission of such evidence relevant to punitive damages, in the same proceeding during which liability and compensatory damages are determined.

**WHEREFORE,** Defendant, ALARM SPECIALISTS, INC, demands that the Verified Complaint be dismissed together with the costs, attorneys fees and disbursements of the within action or indemnification based upon the Cross-Claim, or any other just and further relief this Court may so determine.

Dated: White Plains, New York  
October 25, 2007

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Hugh G. Jasne, Esq. (HGJ-5041)  
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***Exhibit A***

**BID #2007-15: MONITORING & MAINTENANCE OF FIRE ALARM SYSTEMS**

**CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL,  
POST ROAD SCHOOL, RIDGEWAY SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW SCHOOL,  
WHITE PLAINS HIGH SCHOOL, DAMMANN HOUSE, ROCHAMBEAU SCHOOL and EDUCATION HOUSE**

Advertisement/Notice to Contractor.....	Page 2
Instructions to Bidder.....	Page 3
Non-Collusive Bidding Certificate.....	Page 4
Affirmative Action .....	Page 5
Insurance Requirements .....	Pages 6 - 8
School Locations and Map .....	Pages 9 - 10
Form of Proposal.....	Pages 11 - 12
Sample Certified Payroll.....	Pages 13 - 14
Form of Agreement .....	Pages 15 - 18
General Conditions of Contract.....	Pages 19 - 23
Specifications .....	Pages 24 - 25

**Bid Due: ..... 2:00 P.M., Friday, May 18, 2007**

**BOARD OF EDUCATION  
5 Homeside Lane  
White Plains, NY 10605**

**Phone: 914 422-2050**

**Michael J. Lynch,  
Director School Facilities & Operations**

**Special reference to working hours - see page 23 of specifications.**

WP-SPACE AGE-0090  
Hogeman Smith



Sealed Bids or proposals for **Bid #2007-15: MONITORING & MAINTENANCE OF FIRE ALARM SYSTEMS IN VARIOUS LOCATIONS** will be received by the Board of Education of the City of White Plains, New York at the Office of the Board of Education, 5 Homeside Lane, White Plains, New York until 2:00 P.M., Friday, May 18, 2007 at which time and place the proposals will be publicly opened and read.

Specifications and other contract documents may be examined and a copy thereof obtained upon application at the Office of the Board of Education.

Each bid must be accompanied by cash, certified check or bid bond in an amount of not less than five (5) percent of the amount of the bid, made payable to the Board of Education, White Plains, New York as a security that in case the contract is awarded to the bidder he will within five days after written notice of such award execute the contract and furnish security required for the performance thereof. Upon failure to do so, he shall forfeit the security as liquidation damages. Failure to supply the required bid security at the time of bid opening shall disqualify bidder from consideration.

The checks of all except the three lowest bidders will be returned within three days after the opening of the bids, and the remaining checks will be returned when the contract is executed, or in any event within thirty (30) days after the opening of the bids. No bid may be withdrawn within thirty (30) days after the opening thereof.

The Board of Education reserves the right to reject all proposals or to reject the proposal or proposals of any bidder who after due hearing fail to give satisfactory evidence of his or their qualifications to satisfactorily perform work of the character of the proposed work.

CITY SCHOOL DISTRICT OF THE  
CITY OF WHITE PLAINS, NEW YORK

Michael J. Lynch

Director of School Facilities & Operations

Case 1:07-cv-00003 Document 1-4 Filed 10/25/2007 Page 18 of 69  
The bidder shall refer to the Advertisement for information regarding the time and place of the receipt of bids, the certified check required with each proposal, the bond and insurance required and other matters pertaining to the award of the contract.

Proposals shall be in the form provided with the contract documents and shall be enclosed in opaque envelopes, addressed to the Board of Education, 5 Homeside Lane, White Plains, NY 10605, and plainly marked on the outside with the name of the bidder and the title of the work upon which the proposal is based, and the date and time the proposals are to be opened.

All amounts shall be given in both letters and figures, and all signatures shall be in long hand. Proposals which are incomplete, conditional or obscure, may be rejected as informal. No oral or telephone proposals or modifications of proposals will be considered. The Board of Education reserves the right to waive minor informalities in any bid or bids. Proposals received after the appointed time will not be considered and will be returned to the bidder.

Each bidder, before submitting a proposal, shall carefully examine the drawings, specifications and other contract documents, shall visit the site and fully inform himself as to existing conditions and limitations, and shall cover in his proposal all materials, labor, transportation and utensils necessary or required for the full performance of the work as set forth in the contract documents.

Each bidder is required to inform himself fully of the conditions relating to labor under which the work will be performed; and the Contractor will be required to employ such workmen and methods in the prosecution of the work as will not cause interruption in or interference with his own work or that of any other contractor.

Should a bidder find discrepancies, confictions or omissions in the specifications or the plans or should he be in doubt as to their true meaning, he shall at once notify the Director of School Facilities & Operations in writing, and the Director of School Facilities & Operations will send instructions to all on record as having received copies of the specifications. The Board shall not be held responsible for oral instructions.

The right is reserved by the Board to award any contract or contracts on the basis of a combination of the base bid with such alternate or alternates as may be desired by the Board.

The Board reserves the right to reject all bids when it appears to be in the best interest of the school district.

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT  
OF THE CITY OF WHITE PLAINS NEW YORK

Michael J. Lynch,  
Director of School Facilities & Operations

Hyperman Smith

I. Par. 103-d. Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf that to the best of their knowledge and belief:

I. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

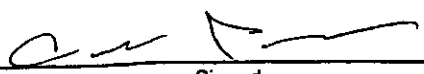
II. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

III. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) 1, 2, and 3, above had not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1, 2, and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision, one of the sections, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

  
\_\_\_\_\_  
Signed  
  
Space Age Alarms, Inc.  
\_\_\_\_\_  
Company

President  
\_\_\_\_\_  
Title  
  
5/15/07  
\_\_\_\_\_  
Date

**AFFIRMATIVE ACTION**

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with Federal Law, the White Plains City School District prohibits discrimination because of race, color, sex, national origin, religion, age or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

It is the policy of the White Plains City School District to actively seek the employment and the advancement of qualified individuals, regardless of their race, color, sex, national origin, religion, age or handicap. To this end, the District will continually examine its job specifications to eliminate any unnecessary barriers to advancement on merit, and it will seek the maximum development of all members of the work force through training and development.

The responsibility for the coordination, implementation and administration of the District's Affirmative Action Plan is vested in the Superintendent of Schools, who shall report directly to the Board of Education. The Superintendent shall be responsible for ensuring that the District fully complies with the Equal Employment Opportunity Act of 1972 and all other applicable State and Federal laws and regulations.

CITY SCHOOL DISTRICT  
City of White Plains, New York

WP-SPACE AGE-0094  
Ingram Smith

The Contractor shall purchase and maintain during the life of the contract the following insurance. This insurance must be purchased from a New York State licensed, A.M. Best Rated "A" or "A-" carrier. The White Plains City School District and the White Plains Board of Education, with the exception of Workers' Compensation and Employers Liability Insurance, shall be named as additional insured. A copy of the certificate shall be mailed to the District, with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior written notice by certified mail, return receipt requested, thereof shall be given to the District. Any endorsements affecting coverage for additional insureds must be attached to the certificate. The Contractor shall not commence work under this contract until they have obtained all insurance as required and such insurance has been approved by the District.

The Contractor shall require any subcontractor(s) to provide all of the requirements of this section before any work is to commence. In addition, all subcontractors must carry statutory Workers' Compensation and Employers Liability Insurance for their employees.

#### I. FOR ALL COVERAGES:

Any deductibles or self-insured retentions must be declared to and approved by the District. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board of Education, (Board) officers, employees, or volunteers.

#### II. COMMERCIAL GENERAL LIABILITY INSURANCE:

"Occurrence" form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire Damage Legal Liability. Coverage shall be in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

#### III. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

On owned, hired, leased, or non-owned motor vehicles in the amount of \$1,000,000 per occurrence, Combined Single Limit. Policy should include code 1- "any auto" and Insurance Services Office (I.S.O.) endorsement CA 0029 (Ed. 12/88)- Changes in Business Auto and Truckers Coverage.

With regard to Comprehensive Automobile and Commercial General Liability coverages, the policies shall be endorsed to contain the following provisions:

- Contractor's insurance coverage shall be primary insurance as respects the District, its Board, officers, employees, and volunteers.
- Any insurance or self-insurance maintained by the District, its Board, officers, employees, and volunteers shall be excess of the Contractor's Company's insurance and shall not contribute to it.
- The District and its Board shall enjoy all rights and privileges of the policy contract without the responsibility to pay premiums.


#### IV. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Statutory Workers' Compensation and Employers Liability Insurance for all of his employees to be engaged in work under the contract and if such work is sublet, the contract shall require the subcontractor to maintain similar coverage for all of his employees.

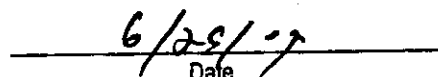
#### V. AIRCRAFT AND WATERCRAFT LIABILITY

On owned and non-owned aircraft or watercraft (if used during the project), in the amount of \$1,000,000 per occurrence.

The Contractor, Space Age Alarms, hereby agrees to defend, indemnify and hold harmless the White Plains City School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of the operations performed or services provided by the contractor under the contract.



Contractor



Date

## ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Case 7:07-cv-07606-CS Document 14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE	NAIC
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		COMMERCIAL GENERAL LI <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.		4/01/06	4/01/07	EACH OCCURRENCE \$1.1 FIRE DAMAGE (Any one fire) \$10 MED EXP (Any one person) \$5. PERSONAL & ADV INJURY \$1. GENERAL AGGREGATE \$5. PRODUCTS - COMP/OF AGG \$2.
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS		4/01/06	4/01/07	COMBINED SINGLE LIMIT (Ea accident) \$1 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA. ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED		4/01/06	4/01/07	WC STATUTORY OTHER LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA. EMPLOYEE E.L. DISEASE-POLICY LIMIT
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL INSURED: WHITE PLAINS CITY SCHOOL DISTRICT  
 5 HOMESIDE LANE  
 WHITE PLAINS, NY 10605

## CERTIFICATE HOLDER

WHITE PLAINS CITY SCHOOL DISTRICT  
 5 HOMESIDE LANE  
 WHITE PLAINS, NY 10605

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

WP-SPACE AGE-0097  
 Ingerman Smith

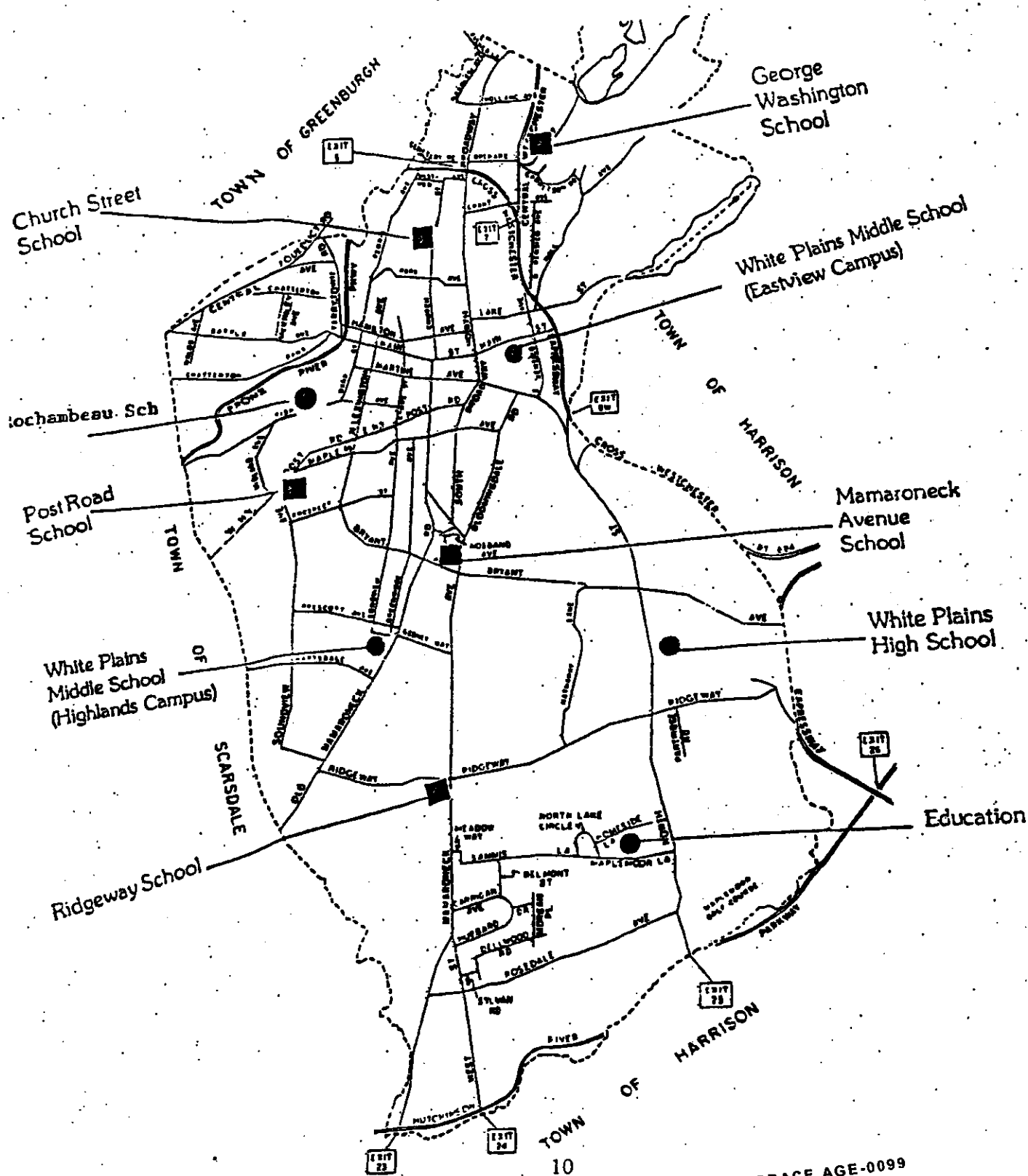
ACORDC



1. Church Street School	295 Church Street 10603	422-2400	422-2404 Andy Vena
2. George Washington School	100 Orchard Street 10604	422-2380	422-2387 Dave Robertin
3. Mamaroneck Avenue School	Nosband Avenue 10605	422-2286	422-2292 Jody Raynor
4. Post Road School	175 West Post Road 10606	422-2320	422-2329 Christian Reyes
5. Ridgeway School	225 Ridgeway 10605	422-2081	422-2085 Darrell Kidd
6. Highlands Middle School	128 Grandview Ave. 10605	422-2092	422-2094 Robert LeFevre
7. Eastview School	7 Amherst Place 10601	422-2223	422-2416 Rudy Rivera
8. White Plains High School	550 North Street 10605	422-2182	422-2137 Jerry Holman
9. Rochambeau School Continuing Education	228 Fisher Avenue 10606	422-2362	422-2355 Rob Dell'Orletta
10. Education House Administration Building	5 Homeside Lane 10605	422-2050	422-2298 Roy Carroll



# WHITE PLAINS PUBLIC SCHOOLS



BID #2007-15: MONITORING & MAINTENANCE OF FIRE ALARM SYSTEMS

CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL, POST ROAD SCHOOL, RIDGEWAY SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW SCHOOL, WHITE PLAINS HIGH SCHOOL, DAMMANN HOUSE, ROCHAMBEAU SCHOOL and EDUCATION HOUSE

Pursuant to and in compliance with your advertisement for bids dated 2:00 P.M., Wednesday, May 24, 2006 the undersigned, having become familiar with the local conditions affecting the cost of work, the working drawings, the specifications, including advertisement for bids, instruction to bidders, form of agreement, the detailed specifications and addenda nos. \_\_\_\_, hereto, and having examined the site, hereby proposes to furnish all labor, materials, transportation and equipment necessary or required for the performance and completion in a workmanlike manner of all work in strict accordance with the contract documents and drawings and with all addenda for the sum of:

ANNUAL

CHURCH STREET SCHOOL _____ 295 Church Street	DOLLARS (\$ <u>702.00</u> )
GEORGE WASHINGTON SCHOOL _____ 100 Orchard Street	DOLLARS (\$ <u>1077.00</u> )
MAMARONECK AVENUE SCHOOL _____ 7 Nosband Avenue	DOLLARS (\$ <u>1077.00</u> )
POST ROAD SCHOOL _____ 175 West Post Road	DOLLARS (\$ <u>1077.00</u> )
RIDGEWAY SCHOOL _____ 225 Ridgeway	DOLLARS (\$ <u>1077.00</u> )
HIGHLANDS MIDDLE SCHOOL _____ 128 Grandview Avenue	DOLLARS (\$ <u>1077.00</u> )
WHITE PLAINS HIGH SCHOOL _____ 550 North Street	DOLLARS (\$ <u>1077.00</u> )
DAMMANN HOUSE _____ 500 North Street	DOLLARS (\$ <u>1077.00</u> )
ROCHAMBEAU SCHOOL _____ 228 Fisher Avenue	DOLLARS (\$ <u>1077.00</u> )
EDUCATION HOUSE _____ 5 Homeside Lane	DOLLARS (\$ <u>702.00</u> )
EASTVIEW SCHOOL _____ 7 Amherst Place	DOLLARS (\$ <u>702.00</u> )
GRAND TOTAL: _____	DOLLARS (\$ <u>10,722.00</u> )

The undersigned further agree (agrees) that the certified check or bid bond accompanying this proposal be left in escrow with the Board of Education and that, if the undersigned default (defaults) in executing the agreement within ten days after written notice of the award of the contract, or in furnishing the required bond within said time, then the certified check or bid bond shall be forfeited to the Board of Education as liquidated damages; but if this proposal is not accepted within thirty (30) days, or if the undersigned execute (executes) and delivers said contract and bond, the check or bid bond shall be returned to the undersigned. Each bid must be accompanied by cash, certified check or bid bond in an amount of not less than five (5) percent of the amount of the bid, made payable to the Board of Education, White Plains, New York as a security that in case the contract is awarded to the bidder he will within five days after written notice of such award execute the contract and furnish security required for the performance thereof.

5/18/07

Dated

Claude Johnson

Signed

Print Name

President

Title

Space Age Alarms, Inc.

Company Name

222 North 5th Avenue

Address

Mount Vernon, N. Y. 10550

Address

13-2985798

Federal E.I. Number

914-664-6152

Telephone

914-664-6052

Fax

This proposal is submitted by:

An individual doing business as \_\_\_\_\_

A partnership doing business under the firm name and style of \_\_\_\_\_

A corporation incorporated under the laws of the State of New York doing business under the name of  
**Space Age Alarms, Inc.**

NOTE: Submit a list of Annual Holidays with your bid.

## NOTE:

- 1) *An invoice for work completed will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work.*
- 2) *Invoices must clearly delineate labor and material, and not be lump sum bids.*



WP-SPACE AGE-0103  
 Approved Stamp

Date \_\_\_\_\_  
 I, \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)  
 do hereby state and certify:  
 (1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
 \_\_\_\_\_ on the \_\_\_\_\_ (Building & Work)  
 \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_  
 day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
 been or will be made either directly or indirectly to or on behalf of said  
 \_\_\_\_\_ from the full  
 \_\_\_\_\_ (Contractor or Subcontractor)  
 weekly wages earned by any person and that no deductions have been made either directly or indirectly  
 from the full wages earned by any person, other than permissible deductions as defined in the New Jersey  
 Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment  
 of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period  
 are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than  
 the applicable wage rates contained in any wage determination incorporated into the contract; that the  
 classifications set forth therein for each laborer or mechanic conform with the work he performed.  
 (3) That any apprentices employed in the above period are duly registered in good standing, in  
 an apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey  
 Department of Education or by the Bureau of Apprenticeship Training in the United States Department of  
 Labor.

- (4) That:
- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the  
 above referenced payroll, payments of fringe benefits as listed in the contract have been  
 of will be made to appropriate programs for the benefit of such employees, except  
 as noted in Section 4(C) below.
- (b) WHERE FRINGE BENEFITS ARE PAID IN CASH
- ☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated  
 on the payroll, an amount not less than the sum of the applicable basic hourly wage rate  
 plus the amount of the required fringe benefits as listed in the contract, except as noted  
 in Section 4(C) below.

(c) FRINGE BENEFITS

EXCEPTION (CRAFT)

REMARKS

PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER  
 HOUR IN BLOCK 10 ON THE REVERSE SIDE

- 1) Medical or hospital coverage ☐  
 2) Dental coverage ☐  
 3) Pension or Retirement ☐  
 4) Vacation, Holidays ☐  
 5) Sick days ☐  
 6) Life Insurance ☐  
 7) Other (Explain) ☐

\* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER  
 EMPLOYEE

(5) N.J.A.C. 12:60-2.1 and 6.1 The Public Works employers shall submit to the public body or laborer :  
 certified payroll record each pay period within 10 days of the payment of wages.

Contractor Registration Number

NAME AND TITLE

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENT MAY SUBJECT THE TH  
 CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.  
 34:11-56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

THIS AGREEMENT made the 27 day of June in this year Two Thousand and Seven by and between Space Age Alarms hereinafter called the Contractor, and the Board of Education, of the City School District of the City of White Plains, New York, hereafter called the Board, WITNESSETH, that the Contractor and the Board for the considerations hereinafter named agree as following:

**Article 1.** Scope of the Work - The Contractor shall furnish all materials, labor, transportation and equipment, and shall perform all work as shown on or required by the drawings and described in specifications entitled Floor Tile Installation White Plains Public Schools.

**Article 2.** Changes in Work - The Board without invalidating the Contract, may make changes by altering, adding to or deducting from the amount of work, the Contract sum being adjusted accordingly. All such changes shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time the change is ordered.

**Article 3.** Claims for Extra Cost - Should the Contractor claim that any instructions involve extra cost, he shall give the Board written notice thereof before execution of the work covered thereby and no such claim shall be recognized unless so made and unless written approval is given for him to proceed.

**Article 4.** Board's Right to do Work - Should the Contractor neglect to properly prosecute the work or fail to perform any provision of this Contract, the Board may, after three days notice in writing being given the Contractor, without prejudice to any other remedy the Board may have, make good such deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor.

**Article 5.** Time of Completion - The Contractor shall begin work within ten (10) days after the award of the Contract and the work shall be completed on or before the date set forth in this specification.

**Article 6.** Contract Sum - The Board shall pay to the Contractor for the performance of the Contract, subject to additions and deductions provided therein in current funds the sum of Ten Thousand Seven Hundred Twenty Two DOLLARS (\$10,722.00).

**Article 7.** Progress Payments - The Board shall make payments on account of the Contract as provided therein, as follows: On or about the Fifteenth day of each month ninety percent (90%) of the value, based on the contract price, of the labor and materials incorporated in the work and of materials suitable stored on the site thereof up to the first day of that month as estimated by the Director of Facilities & Operations less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety percent (90%) of the Contract price.

**Article 8.** Payments Withheld - The Board may withhold all or any part of any payment to protect itself from loss on account of (a) Defective work not remedied, (b) Claims filed or reasonable evidence indicating probable filing of claims, (c) Failure of the Contractor to make proper payments to subcontractors or for materials or labor, (d) A reasonable doubt that the Contract can be completed for the balance unpaid, (e) Damage to another contractor or to the Board.

**Article 9.** Acceptance and Final Payment - Final payment shall be due forty-five (45) days after substantial completion of the work, provided the work be then fully completed and the Contract fully performed.



If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Director of School Facilities & Operations so certifies, the Board shall upon certificate of the Director of School Facilities & Operations, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**Article 10. Liens** - Neither the final payment nor any part of the retained percentage shall become due until the Contractor has delivered to the Board a complete release from all liens arising out of this Contract, or receipts in full covering all labor and materials for which liens could be filed, or bond satisfactory to the Board indemnifying him against any lien.

**Article 11. Contract Documents** - General Conditions of the Contract, the specifications and the drawings, together with this Agreement, and any addenda duly issued prior to the ultimate time set for the receipt of bids, form a Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Specifications ..... Pages 24 - 25  
Addenda .....

**Article 12. Sureties** - If at any time after the execution of this Contract and the bond or bonds required by the Contract Documents, the Board of Education shall deem any of the sureties upon such bond or bonds to be unsatisfactory, or if for any reason, such bond or bonds cease to be adequate security for the Board of Education, the Contractor shall within five (5) days after notice of the Board of Education so to do, furnish new or additional bond or bonds, in form, sum and signed by such sureties as shall be satisfactory to the Board of Education. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new and additional bond or bonds shall be furnished and approved. The premium on such bond or bonds shall be paid by the Contractor.

**Article 13. Compliance with Labor and other Laws** - The Contractor hereby agrees that he and all subcontractors will comply with all of the provisions of any local law of the City of White Plains applying to the work and with the provisions of Article 8 of the New York State Labor Law, and also with all laws or acts amendatory thereto, and with Section 220 - 220E inclusive 221, 222, and 222A of the New York State Labor Law and acts amendatory thereto.

**PREVAILING WAGES:** All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County. The schedule is available on the Department of Labor's web site at [www.labor.state.ny.us](http://www.labor.state.ny.us)

**Article 14. Contractor's Liability** - This Contract shall be null and void and of no effect unless the Contractor shall before entering upon the performance thereof, secure compensation insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon who are required to be insured by the provision of Chapter Forty-one of the laws of nineteen hundred and fourteen, known as the Workmen Compensation Law, in compliance with the provisions of said law and acts amendatory thereto, as provided Section 90 of the General Municipal Law of the State of New York.

Case 2:07-cv-00786 Document 1 Filed 01/11/07 Page 2 of 6

The Contractor shall during the performance of this work take all necessary precautions and place proper guards for the prevention of accident, shall put up and keep all night, suitable and sufficient lights and shall indemnify and save harmless the Board of Education of the City of White Plains, and their employees, officers, and agents from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in the regarding of the same, or from any improper materials, implements or appliances used in its construction, or by or on account of any act or commission of the Contractor or his agents.

The Contractor shall also take out and maintain during the life of this Contract such property damage and public liability insurance as will protect the Contractor (including agents and subcontractors, if any), and the Contractor's employees, officers and agents from any claims for damages to property and/or for personal injuries, including death, arising out of, occurring or caused by operations under this Contract by the Contractor, or by anyone directly or indirectly employed by said Contractor or arising out of this Contract, and such contingent property damage and public liability insurance policies as will protect the Board of Education of the City of White Plains, their employees, officers, and agents from any and all of the said herein above described claims.

All property damage and public liability policies and all contingent policies shall provide the amount of insurance herein elsewhere mentioned.

The Contractor, before execution of this Contract by the Board of Education, shall file with the Assistant Superintendent for his approval, one copy of each and every insurance policy required by the terms of this Contract.

Each and every insurance policy required by the terms of this Contract shall carry an endorsement to the effect that the insurance company will give at least ten (10) days notice to the Board of Education of any modification or cancellation of any such policy or policies.

Said insurance shall be subject to the approval of the Assistant Superintendent of Schools as regard company, adequacy and form of protection, and further the certified check submitted with the Contractor's bid may be held for and until said approval has been given.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the selection of the Board of Education, be forthwith declared suspended, discontinued or terminated.

Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractors concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the following amounts:

- |  |             |
|--|-------------|
| 1. Compensation .....                              | Unlimited   |
| 2. Property Damage .....                           | \$1,000,000 |
| 3. Public Liability Insurance .....                | \$1,000,000 |
| 4. Owner's-Contractor's Protective Liability ..... | \$1,000,000 |

Certificate of insurance shall be furnished with the White Plains City School District as additional insured.

Insurance shall be "A" or "A-" rated, New York State approved, and run the length of the contract.



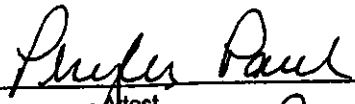

In the event that claims in excess of these amounts are filed by reason of any operation under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Board of Education of the City School District of the City of White Plains, New York.


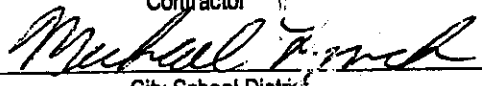
**Article 15.** Fire Insurance - The Board shall maintain fire insurance covering all work incorporated in the building and the materials for same in or about the premises.

**Article 16.** Guarantee - The Contractor shall and does hereby as part of the Contract guarantee all materials and workmanship furnished under the Contract, for a period of one year from the date of the completion and acceptance thereof, and shall repair and make good all defects which may develop during that period, through no fault or neglect of the Board and not due to ordinary wear and tear.

**Article 17.** This Contract shall be binding upon the Board of Education and its successors and upon the Contractor Space Age Alarms executors, administrators, successor or assignee. (Note: Delete "executors, administrators" if Contractor is a Corporation.)

IN WITNESS WHEREOF the parties hereto have executed this Agreement, the day and year first written above.

  
Attest  
  
Attest

  
Contractor  
  
City School District  
of the  
City of White Plains, NY

1. **General:** These General Conditions are hereby included in and made a part of the Contract.
2. **Information:**
  - (a) All information relating to this Contract shall be obtained at the office of the Director of School Facilities & Operations.
  - (b) No verbal answer will be given to any inquiries in regard to the meaning of the drawings and specifications, nor will any verbal instructions be given previous to the award of the Contract. No verbal statement regarding this by any persons previous to the award of the Contract shall be authoritative. Any explanation desired by bidders must be requested in writing. If reply is made it will be communicated to all bidders.
3. **Scope:**
  - (a) It is the intention that these specifications, together with the Schedule Specifications and the plans, if any, accompanying the same shall provide for the making of certain specific alterations and repairs in the school or place named in the advertisement. Any doubt as to the meaning of these General Conditions, the Schedule Specifications or the plans in connection therewith, or any obscurity in the wording, will be explained by the Director of School Facilities & Operations and all directions and explanations required, alluded to or necessary to complete any of the provisions of the said specifications and the plans, and to give them due effect, will be given by the Director.
  - (b) The Contractor shall furnish all labor, implements and materials required in the construction of the work in order that it may be completed in every respect according to the plans and specifications and interpretation thereof by the Director of School Facilities & Operations. Anything shown on plans and not mentioned in specifications, or vice versa, shall be done as if mentioned in both.
4. **Examination of Site and Buildings:** Each bidder will be held to have examined the premises and to have compared these with the drawings and specifications, and to have satisfied himself of the conditions existing at the site and buildings relating to all matters that may be incidental to the work under this Contract, before the delivery of his proposal, and no allowance will subsequently be made to the Contractor by reason of any error on his part due to his negligence or failure to comply with the requirements of this clause.
5. **Time for Beginning and Completing Work:** All time limits stated in the Contract documents are of the essence of the Contract. The word "Completion" shall mean full and exact compliance with the provisions and requirements, expressed or implied, in the specifications and drawings, accompanying and forming a part of the same, including all amendments, revisions, corrections or additions, duly authorized.
6. **Special or Patented Articles, Infringements:** The Contractor and his sureties shall assume all responsibilities for any suits for infringements or on account of any patent rights connected with any or all of the materials, appliances, articles or systems used in the performance of this work, and shall protect the Board of Education and the City and hold them harmless against any such suits which may be brought before or after completion of the work. Whenever an article or any class of materials is specified by the trade name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any manufacturer or dealer, it shall be taken as intending to mean and specify the articles or materials described or any other, equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended, as may be judged and determined by the Director.

If the Contractor shall submit and the Director shall approve any article or materials as equal in quality finish and durability and equally serviceable for the purpose for which any article or any class of material:

Case 7:07-cv-07608-C.S. Document 14 Filed 10/25/2007 Page 35 of 69  
specified by a trade name or by the name of any particular patent, manufacturer or dealer, or by reference to the catalog of any manufacturer or dealer as called for in the specifications, the Contractor hereby agrees to repair at his own expense any defects which may develop in the article or material substituted at any time within two years after the completion of the entire work called for by the Contract. No extension of time will be allowed for the time lost in consideration of any article to be substituted by the Contractor.

7. **Permits, Fees, Etc:** The Contractor shall obtain all permits and pay all fees for same the Municipal or other public authorities, give all notices required by law, Municipal Ordinances or the rules and regulations of the various Municipal Bureaus or Departments.
8. **Plans, Checking, Extra Work:**
  - (a) All plans and drawings shall be the property of the Board of Education and as such shall be subject to the control of the Director and shall be returned to him at the completion of the several works if he shall so require.
  - (b) The Contractor shall in no case alter plans or figures or make any changes in the work, unless authorized by the Director in writing. The Contractor shall check all figures and dimensions shown on the plans and details before proceeding with the work, and shall be held responsible for any errors not discovered before the work has been executed, it being distinctly understood that alteration in or additions to the quantity, character or arrangement of the materials or work involving additional or extra expense shall not be permitted or paid for, unless they shall have been first submitted to the Director and approved according to the Contract.
9. **Labor:** All labor shall be performed by skilled workmen and the Contractor shall not employ men or means which may cause stoppage or delay in the work under this Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.

Each time a serviceman performs any work in the District he shall report his arrival and departure and what service he is performing to the custodian in charge.

The contractor shall submit to the Facilities & Operations Department a full report of the service call which shall include:

  - (a) Date and time;
  - (b) Name of person performing work;
  - (c) On-job service time;
  - (d) Description of work, including all parts replaced or repaired.
10. **Foreman:** The Contractor shall devote his time and personal superintendence to the execution of the work, and shall employ and retain at the building from the commencement of the work until the entire completion thereof, a competent foreman acceptable to the Director, who in the absence of the Contractor, shall see that the Director's instructions are carried out and be capable of maintaining a proper oversight and care of the work, irrespective of any foreman employed by any subcontractor.
11. **Materials and Inspection:** The Contractor shall provide for the repairs, alterations and additions, complete in all their parts, all materials throughout shall be of the best quality of their several kinds, or as specifically called for in the specifications and the work shall be done in a substantial and workmanlike manner by mechanics skilled in their respective trades. All work shall be performed under the direction, supervision and inspection of the Director of Facilities & Operations, and such persons as he may appoint who shall each and all have power at any and all times to enter upon every part of the premises and works, and shall also have power to reject all work and materials that do not conform to the letter and spirit of these specifications and drawings, but the failure to exercise such powers, however, shall not be

**12. Non-interference with Occupation of the Buildings and Premises.**

- (a) The Contractor must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, telegraph, the interior fire alarm system, gongs, bells and telephones must not be interfered with.
- (b) Fixtures or essential parts of material or equipment shall not be removed until permission is given by the Director and, in the case of replacements, not until the essential material or fixture therefore shall have been delivered at the building.
- (c) The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering therein, to the Director of Facilities & Operations who will perfect a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.
- (d) Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the Director of Facilities & Operations. When such permission has been given, the Contractor shall provide and erect temporary partitions, barriers, etc., wherever required to insure absolute safety of the occupants of the building or premises.

**13. Use of Present Material:** Unless otherwise specified, it is the intention that new materials shall be furnished, but if during the progress of work it is found that present materials are sound and of proper quality and dimensions, as required by the plans, details and specifications, the Contractor may use the same, provided they are acceptable to and have first been approved by the Director of Facilities & Operations.

**14. Ownership of Removed Materials:** All removed materials not required in the carrying out of the work under this Contract, plans and specifications shall, unless otherwise specified, become the property of the Contractor, the value, if any, or the expense of removing the same, or both, shall be taken into consideration by him in making up his bid.

**15. Removal of Dirt and Rubbish:**

- (a) The Contractor shall remove all dirt, rubbish and old material from the premises as the work progresses; no refuse or useless material of any kind shall be stored in any of the rooms, halls, passageways or yards, and no accumulation of dirt or rubbish shall remain in or about the premises as at any time during the continuance of the work for a longer period than twenty-four hours. In removing dirt, etc., or conveying materials in or out of the premises, the floors, doors, door jambs, steps, platforms, pavements, etc., shall be protected from all damage by covering them with planks, boards, or other suitable materials.
- (b) Should the Contractor fail to keep the building, premises and surrounding sidewalks and streets clear and free from his rubbish or surplus material, then the Director of Facilities & Operations shall employ such parties as he pleases, in the open market, to remove the rubbish or material and shall withhold from any payments due the Contractor such sum as may be required to pay for the removal of the rubbish or material, and such sum shall be deducted from the amount of the Contract.

**16. Removals and Replacements:** The Contractor shall remove pictures, maps, and other articles or fixture on the walls, also window shades, furniture, radiators, radiator screens or shields, plumbing, steam, ga-

Case 7:07-cv-07606-CS Document 14 Filed 10/25/2007 Page 37 of 69

complete the alterations to be made in the building, or to facilitate repairing and painting, and all such articles, materials, fixtures, etc., which have been removed shall be reset, relocated, replaced, etc., as may be directed by the Director of Facilities & Operations and as may be necessary, to leave the work and premises complete and in perfect order. When any of the above equipment is defective or missing, this condition shall be reported to the inspector and the custodian before any equipment is disturbed.

17. **Preservation of Buildings and Equipment:** The premises shall not be used as a workshop to the detriment of any portion thereof. Neither the teachers' nor pupils' desks, tables or equipment in any room shall be used as workbenches; neither shall material or other furniture be piled thereon without proper protection.
18. **Responsibility for work, the Building and Its Equipment:** The Contractor shall be responsible for his work and materials until the same is completed and accepted. Should any damage occur to any part or portion of the premises or building or its equipment, or to adjoining property, during the performance of the work, under this Contract, which might in any way be attributed to this Contractor, his subcontractors, their employees, agents, or workmen, or in the receipt or delivery of materials or supplies, or in any other manner, said damage shall immediately be properly repaired and made good without additional charge.
19. **No Smoking:** Smoking shall not be permitted within the School Buildings.
20. **Fire Protection:** All mechanics using fire-pots, furnaces, blow-torches, etc., shall leave the same at the end of the day's work in a safe place designated by the school custodian. Apparatus of melting tar or asphalt and the fuel for it shall not be used or stored on the sidewalks or in the yards or any part of the school premises without the permission of the Director of Facilities & Operations.
21. **Duplication of Work:** Where work as specified is duplicated or overlapped by work of other contractors, performed before or to be done, during the execution of this Contract, that portion of the work shall be omitted, at the discretion and approval in writing, of the Director of Facilities & Operations, who will determine the proper allowance to be made for materials and labor so omitted.
22. **Changes in Levels:** When changes in levels are made in any of the floors inside the buildings, or pavements or yard levels on the outside thereof, through the laying of new floors of any material whatsoever, or the putting down of pavements, or regulating or grading, or for any similar cause, adjustment shall be made by the Contractor of matters which would otherwise interfere, i.e., the raising or lowering of floor registers, trap screw, plugs, catch-basins, covers to dry wells, coal holes, fresh air inlets, pavements, sidewalks, doors, sliding doors, grates, railing, tracks and other things as the case may be, and to make adjustments if need be at the intersection of new and old surfaces.
23. **Grades and Levels:** In Work which involves the setting of curbs or the laying of sidewalks, or the erection of fences, or the construction of retaining walls, or for other purposes, the Contractor shall take all lines, levels and grades from those legally established as shown by the survey or as indicated by the Department of Public Works or other competent authority.
24. **Water:** The Board of Education will provide and pay for water necessary for all work on the premises up to the time of its completion.
25. **Samples:**
  - (a) The Contractor shall furnish for approval all samples required by the specifications; also, in all cases where material and quality are not definitely specified, samples or specimens shall be submitted to the Director of School Facilities & Operations for approval. Neither experimental nor untried types of construction, materials, devices, apparatus, etc. will be accepted. The work shall be in accordance with approved samples.



26. **Bonds:** A bid bond, certified check or cash is required to accompany the bid. Any bid that is not accompanied by cash, certified check or bid bond will be rejected.

Note: In order to remain on our bid list, and automatically receive the next bid of this type, you must respond to this bid with either a bid or a written request to stay on our bid list.

WP-SPACE AGE-0112  
Hyman Smith

It is the intention of this specification to include all labor, material and equipment to provide a one year maintenance contract for the Fire Alarm Systems located in various school district sites.

Qualifications of Bidders

The firm and/or principals shall have ten years' experience in servicing and maintaining all types of fire alarm and detection systems.

Maintenance Service

During contract period, inspection and testing will be done two (2) times in all locations.

Trained personnel shall be employed and supervised to keep equipment operating properly.

ROUTINE MAINTENANCE SERVICE SHALL BE DONE WHEN SCHOOL IS NOT IN SESSION.

Emergency repair calls shall be done at times within the guidelines of the specifications.

Contract Period July 1, 2007 through June 30, 2008

The contract price shall provide, but not be limited to:

1. Scheduled inspections and tests, in July & August and in December/February
2. Replacement of defective parts or equipment including batteries.
3. Travel expense and labor charges for unlimited service and emergency calls during normal working hours.
4. Replacement of any device activated or broken during testing procedures.

Monitoring Requirements

1. Provide annunciator panel/keypad in each location.
2. Provide labor, materials, and parts to monitor the fire alarm system.
3. Notify appropriate fire department officials and school personnel in the event of an emergency.
4. Provide battery back-up to maintain monitoring of system during a power outage.
5. Provide radio back-up to maintain monitoring of system during times when phone lines are out of service.

Additional Conditions

1. Damage due to vandalism, fire, storm, water, shall not be part of the contract.
2. Sprinkler system shall be checked by school personnel or others. Flow switches and other defective controls shall be furnished and installed as part of this contract in all locations.
3. The contractor shall be responsible for the fire alarm system within each building.
4. The contractor must visit each site and familiarize himself with all the equipment. All defective equipment, parts, etc. shall be noted and cost of correction shall be reflected in bid submission.
5. The contractor must be capable of providing service within 24 hours after receipt of call.
6. The contractor must be factory authorized to monitor and maintain the type of devices located in the school facilities.

Partial Cancellation of Contract

The City School District reserves the right to cancel any portion or item of contract as deemed necessary in the best interest of the school district. This option may be exercised at any time during contract.

Repair Facilities

The contractor shall have adequate shop facilities and parts inventory to provide required service.

Service Tickets

The contractor shall have the building custodian sign the work ticket and one copy left with school. Work tickets shall be numbered.

Billing

Any billing submitted without an authorized signature will not be honored.

WP-SPACE AGE-0114  
Superman Smith



***Exhibit B***

**CITY SCHOOL DISTRICT  
OF  
WHITE PLAINS, NEW YORK**

**BID #2007-16: MONITORING & MAINTENANCE OF SECURITY ALARM SYSTEMS**

**CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL,  
POST ROAD SCHOOL, RIDGEWAY SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW SCHOOL,  
WHITE PLAINS HIGH SCHOOL, DAMMANN HOUSE, ROCHAMBEAU SCHOOL and EDUCATION HOUSE**

Advertisement/Notice to Contractor .....	Page 2
Instructions to Bidder .....	Page 3
Option to Extend Term of Contract.....	Page 4
Non-Collusive Bidding Certificate.....	Page 5
Affirmative Action .....	Page 6
Insurance Requirements .....	Pages 7 - 9
School Locations and Map.....	Pages 10 - 11
Form of Proposal .....	Pages 12 - 13
Sample Certified Payroll.....	Pages 14 - 15
Form of Agreement .....	Pages 16 - 19
General Conditions of Contract.....	Pages 20 - 24
Specifications.....	Pages 25 - 26

**Bid Due: .....2:00 P.M., FRIDAY, May 18, 2007**

**BOARD OF EDUCATION  
5 Homeside Lane  
White Plains, NY 10605**

**Phone: 914 422-2050**

**Michael J. Lynch,  
Director School Facilities & Operations**

**Special reference to working hours - see page 24 of specifications.**

**Advertisement  
Notice to Contractors**

Sealed Bids or proposals for **BID #2007-16: MONITORING & MAINTENANCE OF SECURITY ALARM SYSTEMS IN VARIOUS LOCATIONS** will be received by the Board of Education of the City of White Plains, New York at the Office of the Board of Education, 5 Homeside Lane, White Plains, New York until 2:00 P.M., FRIDAY, May 18, 2007 at which time and place the proposals will be publicly opened and read.

Contractor must respond to calls within 24 hours of receiving call.

Specifications and other contract documents may be examined and a copy thereof obtained upon application at the Office of the Board of Education.

Each bid must be accompanied by cash, certified check or bid bond in an amount of not less than five (5) percent of the amount of the bid, made payable to the Board of Education, White Plains, New York as a security that in case the contract is awarded to the bidder he will within five days after written notice of such award execute the contract and furnish security required for the performance thereof. Upon failure to do so, he shall forfeit the security as liquidation damages. Failure to supply the required bid security at the time of bid opening shall disqualify bidder from consideration.

The checks of all except the three lowest bidders will be returned within three days after the opening of the bids, and the remaining checks will be returned when the contract is executed, or in any event within thirty (30) days after the opening of the bids. No bid may be withdrawn within thirty (30) days after the opening thereof.

The Board of Education reserves the right to reject all proposals or to reject the proposal or proposals of any bidder who after due hearing fail to give satisfactory evidence of his or their qualifications to satisfactorily perform work of the character of the proposed work.

**CITY SCHOOL DISTRICT OF THE  
CITY OF WHITE PLAINS, NEW YORK**

**Michael J. Lynch**

**Director of School Facilities & Operations**

### INSTRUCTIONS TO BIDDER

The bidder shall refer to the Advertisement for information regarding the time and place of the receipt of bids, the certified check required with each proposal, the bond and insurance required and other matters pertaining to the award of the contract.

Proposals shall be in the form provided with the contract documents and shall be enclosed in opaque envelopes, addressed to the Board of Education, 5 Homeside Lane, White Plains, NY 10605, and plainly marked on the outside with the name of the bidder and the title of the work upon which the proposal is based, and the date and time the proposals are to be opened.

All amounts shall be given in both letters and figures, and all signatures shall be in long hand. Proposals which are incomplete, conditional or obscure, may be rejected as informal. No oral or telephone proposals or modifications of proposals will be considered. The Board of Education reserves the right to waive minor informalities in any bid or bids. Proposals received after the appointed time will not be considered and will be returned to the bidder.

Each bidder, before submitting a proposal, shall carefully examine the drawings, specifications and other contract documents, shall visit the site and fully inform himself as to existing conditions and limitations, and shall cover in his proposal all materials, labor, transportation and utensils necessary or required for the full performance of the work as set forth in the contract documents.

Each bidder is required to inform himself fully of the conditions relating to labor under which the work will be performed; and the Contractor will be required to employ such workmen and methods in the prosecution of the work as will not cause interruption in or interference with his own work or that of any other contractor.

Should a bidder find discrepancies, conflicts or omissions in the specifications or the plans or should he be in doubt as to their true meaning, he shall at once notify the Director of School Facilities & Operations in writing, and the Director of School Facilities & Operations will send instructions to all on record as having received copies of the specifications. The Board shall not be held responsible for oral instructions.

The bid will be awarded based on the base bid pricing. Unit pricing is for potential additional work or unforeseen circumstances. Unit pricing sheet is part of the bid proposal.

The right is reserved by the Board to award any contract or contracts on the basis of a combination of the base bid with such alternate or alternates as may be desired by the Board.

The Board reserves the right to reject all bids when it appears to be in the best interest of the school district.

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT  
OF THE CITY OF WHITE PLAINS NEW YORK

Michael J. Lynch,  
Director of School Facilities & Operations

OPTION TO EXTEND THE TERM OF THE CONTRACT

The White Plains City School District shall have the unilateral option of extending or renewing this contract for two (2) consecutive additional periods of twelve (12) months each upon the same terms and conditions as are contained in this contract at the time said options(s) are exercised.

Unit costs will be increased in the same ratio as the Consumer Price Index increases. The unit cost changes would only occur annually on July 1, using the CPI Index in effect on June 1 of the contract year and remain constant for a one-year period.

Said options shall be deemed to have been exercised upon formal written notification thirty (30) calendar days prior to the expiration of the contract.

If the White Plains City School District exercised the option for the additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second twelve (12) month period. However, the total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed thirty-six months.

Bidders are cautioned that the exercise of the options is a White Plains City School District prerogative, not a contractual right on the part of the contractor. If the White Plains City School District exercised the option(s) within the time frames prescribed herein, the contractor shall be contractually bound to perform the services for the option period(s), or in the event he fails to perform be subject to the termination for default provision of this contract.

In the best interest of both parties, the White Plains City School District reserves the right to terminate this current contract or its subsequent extension upon thirty (30) days notice to the Contractor in writing.

6/29/07  
Date

  
Signature

SPACE AGE ALARMS, INC.  
Name of Company

**NON-COLLUSIVE BIDDING CERTIFICATION**

I. Par. 103-d. Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf that to the best of their knowledge and belief:

I. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

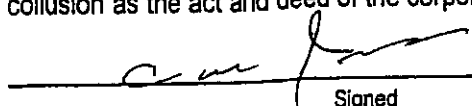
II. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

III. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) 1, 2, and 3, above had not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) 1, 2 and 3 above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in subdivision, or of the sections, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

  
 \_\_\_\_\_  
 Signed  
**Space Age Alarms, Inc.**  
 \_\_\_\_\_  
 Company

**President**  
 \_\_\_\_\_  
 Title  
**May 17, 2007**  
 \_\_\_\_\_  
 Date

AFFIRMATIVE ACTION

It is the policy of the White Plains City School District to provide equal employment opportunities to all individuals in its personnel and employment practices. In accordance with Federal Law, the White Plains City School District prohibits discrimination because of race, color, sex, national origin, religion, age or handicap in all employment practices including hiring, firing, promotion, compensation and other terms, conditions and privileges of employment. Further, contractors with the White Plains School District shall be required to meet equal employment opportunity standards.

It is the policy of the White Plains City School District to actively seek the employment and the advancement of qualified individuals, regardless of their race, color, sex, national origin, religion, age or handicap. To this end, the District will continually examine its job specifications to eliminate any unnecessary barriers to advancement on merit, and it will seek the maximum development of all members of the work force through training and development.

The responsibility for the coordination, implementation and administration of the District's Affirmative Action Plan is vested in the Superintendent of Schools, who shall report directly to the Board of Education. The Superintendent shall be responsible for ensuring that the District fully complies with the Equal Employment Opportunity Act of 1972 and all other applicable State and Federal laws and regulations.

CITY SCHOOL DISTRICT  
City of White Plains, New York

### INSURANCE REQUIREMENTS-CONTRACTORS

The Contractor shall purchase and maintain during the life of the contract the following insurance. This insurance must be purchased from a New York State licensed, A.M. Best Rated "A" or "A-" carrier. The White Plains City School District and the White Plains Board of Education, with the exception of Workers' Compensation and Employers Liability Insurance, shall be named as additional insured. A copy of the certificate shall be mailed to the District, with a provision that in the event the policies are either cancelled or diminished, at least 30 days prior written notice by certified mail, return receipt requested, thereof shall be given to the District. Any endorsements affecting coverage for additional insureds must be attached to the certificate. The Contractor shall not commence work under this contract until they have obtained all insurance as required and such insurance has been approved by the District.

The Contractor shall require any subcontractor(s) to provide all of the requirements of this section before any work is to commence. In addition, all subcontractors must carry statutory Workers' Compensation and Employers Liability Insurance for their employees.

#### I. FOR ALL COVERAGES:

Any deductibles or self-insured retentions must be declared to and approved by the District. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board of Education, (Board) officers, employees, or volunteers.

#### II. COMMERCIAL GENERAL LIABILITY INSURANCE:

"Occurrence" form, including Premises-Operations, Products-Completed Operations, Contractual, Personal Injury, Owner-Contractor Protective and Fire Damage Legal Liability. Coverage shall be in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

#### III. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:

On owned, hired, leased, or non-owned motor vehicles in the amount of \$1,000,000 per occurrence, Combined Single Limit. Policy should include code 1- "any auto" and Insurance Services Office (I.S.O.) endorsement CA 0029 (Ed. 12/88) - Changes in Business Auto and Truckers Coverage.

With regard to Comprehensive Automobile and Commercial General Liability coverages, the policies shall be endorsed to contain the following provisions:

- Contractor's insurance coverage shall be primary insurance as respects the District, its Board, officers, employees, and volunteers.
- Any insurance or self-insurance maintained by the District, its Board, officers, employees, and volunteers shall be excess of the Contractor's Company's insurance and shall not contribute to it.
- The District and its Board shall enjoy all rights and privileges of the policy contract without the responsibility to pay premiums.

#### IV. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

Statutory Workers' Compensation and Employers Liability Insurance for all of his employees to be engaged in work under the contract and if such work is sublet, the contract shall require the subcontractor to maintain similar coverage for all of his employees.

#### V. AIRCRAFT AND WATERCRAFT LIABILITY

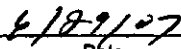
On owned and non-owned aircraft or watercraft (if used during the project), in the amount of \$1,000,000 per occurrence.



WHITE PLAINS CITY SCHOOL DISTRICT  
5 Homeside Lane  
White Plains, NY 10605

The Contractor, Space Age Alarms, hereby agrees to defend, indemnify and hold harmless the White Plains City School District from and against any and all liability, loss, damage, claim or action, to the extent permissible by law, arising out of the operations performed or services provided by the contractor under the contract.

  
Contractor

  
Date

<b>ACCORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED	INSURERS AFFORDING COVERAGE	NAIC
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		COMMERCIAL GENERAL LI		4/01/06	4/01/07	EACH OCCURRENCE \$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				FIRE DAMAGE (Any one fire) \$100,000
						MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$1,000,000
		GENERAL AGGREGATE \$5,000,000				PRODUCTS - COMPROP AGG \$2,000,000
B		AUTOMOBILE LIABILITY		4/01/06	4/01/07	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY-EA. ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$
						\$
						\$
		EXCESS/UMBRELLA LIABILITY				\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION				\$
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY		4/01/06	4/01/07	WC STATUTORY OTHER LIMITS
		<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED				E.L. EACH ACCIDENT \$100,000
						E.L. DISEASE-EA. EMPLOYEE \$100,000
						E.L. DISEASE-POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ADDITIONAL INSURED: WHITE PLAINS CITY SCHOOL DISTRICT  
5 HOMESIDE LANE  
WHITE PLAINS, NY 10605

**CERTIFICATE HOLDER**

WHITE PLAINS CITY SCHOOL DISTRICT  
5 HOMESIDE LANE  
WHITE PLAINS, NY 10605

**CANCELLATION**

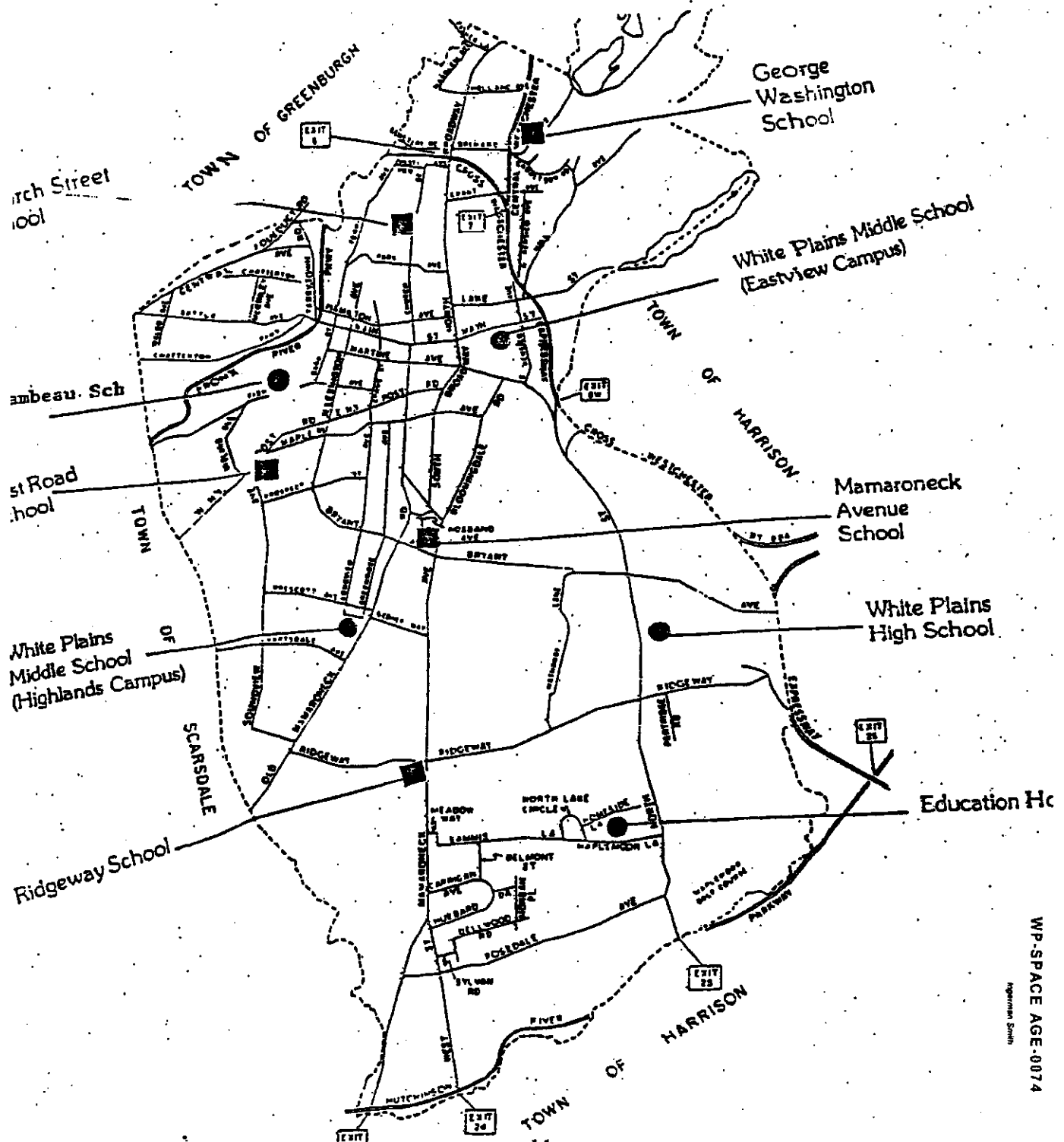
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**WHITE PLAINS CITY SCHOOL DISTRICT**  
**5 Homeside Lane**  
**White Plains, NY 10605**

1. Church Street School	295 Church Street 10603	422-2400	422-2404 Andy Vena
2. George Washington School	100 Orchard Street 10604	422-2380	422-2387 Dave Roberlin
3. Mamaroneck Avenue School	Nosband Avenue 10605	422-2286	422-2292 Jody Raynor
4. Post Road School	175 West Post Road 10606	422-2320	422-2329 Christian Reyes
5. Ridgeway School	225 Ridgeway 10605	422-2081	422-2085 Darrell Kidd
6. Highlands Middle School	128 Grandview Ave. 10605	422-2092	422-2094 Robert LeFevre
7. Eastview School	7 Amherst Place 10601	422-2223	422-2416 Rudy Rivera
8. White Plains High School	550 North Street 10605	422-2182	422-2137 Jerry Holman
9. Rochambeau School Continuing Education	228 Fisher Avenue 10606	422-2362	422-2355 Rob Dell'Orette
10. Education House Administration Building	5 Homeside Lane 10605	422-2050	422-2298 Roy Carroll

# WHITE PLAINS PUBLIC SCHOOLS



FORM OF PROPOSALBID #2007-16: MONITORING & MAINTENANCE OF SECURITY ALARM SYSTEMS

CHURCH STREET SCHOOL, GEORGE WASHINGTON SCHOOL, MAMARONECK AVENUE SCHOOL,  
POST ROAD SCHOOL, RIDGEWAY SCHOOL, HIGHLANDS MIDDLE SCHOOL, EASTVIEW SCHOOL,  
WHITE PLAINS HIGH SCHOOL, DAMMANN HOUSE, ROCHAMBEAU SCHOOL and EDUCATION HOUSE

Pursuant to and in compliance with your advertisement for bids dated 2:00 P.M., FRIDAY, May 18, 2007 the undersigned, having become familiar with the local conditions affecting the cost of work, the working drawings, the specifications, including advertisement for bids, instruction to bidders, form of agreement, the detailed specifications and addenda nos. \_\_\_\_\_, hereto, and having examined the site, hereby proposes to furnish all labor, (materials), transportation and equipment necessary or required for the performance and completion in a workmanlike manner of all work in strict accordance with the contract documents and drawings and with all addenda for the sum of:

YEARLY

CHURCH STREET SCHOOL, 295 Church Street, White Plains, NY 10603 (YEARLY)

\_\_\_\_\_ DOLLARS ( 702.00 )

GEORGE WASHINGTON SCHOOL, 100 Orchard Street, White Plains, NY 10604

\_\_\_\_\_ DOLLARS ( 702.00 )

MAMARONECK AVENUE SCHOOL, 7 Nosband Avenue, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

POST ROAD SCHOOL, 175 West Post Road, White Plains, NY 10606

\_\_\_\_\_ DOLLARS ( 702.00 )

RIDGEWAY SCHOOL, 225 Ridgeway, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

HIGHLANDS MIDDLE SCHOOL, 128 Grandview Avenue, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

WHITE PLAINS HIGH SCHOOL, 550 North Street, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

DAMMANN HOUSE, 500 North Street, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

ROCHAMBEAU SCHOOL, 228 Fisher Avenue, White Plains, NY 10606

\_\_\_\_\_ DOLLARS ( 702.00 )

EDUCATION HOUSE, 5 Homeside Lane, White Plains, NY 10605

\_\_\_\_\_ DOLLARS ( 702.00 )

EASTVIEW SCHOOL, 7 Amherst Place, White Plains, NY 10601

DOLLARS ( 702.00 )

GRAND TOTAL:

DOLLARS ( 7722.00 )

AWARD TO BE BY TOTAL

The undersigned further agree (agrees) that the certified check or bid bond accompanying this proposal be left in escrow with the Board of Education and that, if the undersigned default (defaults) in executing the agreement within ten days after written notice of the award of the contract, or in furnishing the required bond within said time, then the certified check or bid bond shall be forfeited to the Board of Education as liquidated damages; but if this proposal is not accepted within thirty (30) days, or if the undersigned execute (executes) and delivers said contract and bond, the check or bid bond shall be returned to the undersigned. Each bid must be accompanied by cash, certified check or bid bond in an amount of not less than five (5) percent of the amount of the bid, made payable to the Board of Education, White Plains, New York as a security that in case the contract is awarded to the bidder he will within five days after written notice of such award execute the contract and furnish security required for the performance thereof.

**Dated**

5/19/7

**Signed**

**Claude Johnson**

Print Name \_\_\_\_\_

**President**

**Title**

**Space Age Alarms, Inc.**

**Company Name**

**222 North 5th Avenue**

### Address

**Mount Vernon, N. Y. 10550**

**Address**

**13-2985798**

Federal E.I. Number

**914-664-6152**

**Telephone**

**914-664-6052**

**Fax**

**This proposal is submitted by:**

An individual doing business as \_\_\_\_\_

**A partnership doing business under the firm name and style of\_**

A corporation incorporated under the laws of the State of New York doing business under the name of  
**Space Age Alarms, Inc.**

**NOTE: Submit a list of Annual Holidays with your bid.**

**NOTE:**

- 1) **An invoice for work completed will not be considered ready for payment unless accompanied by a valid certified payroll. All incomplete invoices will be returned unpaid. Certified payrolls must be submitted within 30 days of work (see pages 14 and 15 for sample certified payroll)**
- 2) **Invoices must clearly delineate labor and material, and not be lump sum bids.**



## PAYROLL

**U.S. Department of Labor**  
**Employment Standards Administration**  
**Wage and Hour Division**

Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB

number.

OMB No.: 1215-0149  
Expires: 03/31/2006

OR SUBCONTRACTOR



**PROJECT OR CONTRACT NO.**

### **PROJECT AND LOCATION**

**FOR WEEK ENDING**

**UN I ABBATE**

[illegible]

14

WP-SPACE AGE-0077

Ingerman Smith

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D. C. 20210.

# THE SUPPLY OF DOCUMENTS

**(Name of signatory party)**

**(Tasks)**

**hereby state and certify:**

(1) That I pay or supervise the payment of the persons employed by

**On the**

**(Contractor or Subcontractor)**

**(Building & Work)**

\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, persons employed on said project have been paid the full weekly wages earned, that no rebates have or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_.

**(Contractor or Subcontractor)**

Wages earned by any person and that no deductions have been made either directly or indirectly in the full wages earned by any person, other than permissible deductions as defined in the New Jersey Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:50 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2). That any payrolls otherwise under this contract required to be submitted for the above period correct and complete; that the wage rates for laborers or mechanics contained therein are not less than applicable wage rates contained in any wage determination incorporated into the contract; that the significance set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in good standing, in apprenticeship program approved or certified by the Division of Vocational Education in the New Jersey Department of Education or by the Bureau of Apprenticeship Training in the United States Department of Labor.

**(4) Title:**

(2) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

**D** In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(C) below.

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(C) below.

**(c) FRINGE BENEFITS**

**EXCEPTION (CRAFT)**

## REMARKS

PLEASE SPECIFY THE TYPE OF BENEFIT PROVIDED AND NOTE THE TOTAL COST PER HOUR IN BLOCK 10 ON THE REVERSE SIDE\*

- |                                 |                          |
|---------------------------------|--------------------------|
| 1) Medical or hospital coverage | <input type="checkbox"/> |
| 2) Dental coverage              | <input type="checkbox"/> |
| 3) Pension or Retirement        | <input type="checkbox"/> |
| 4) Vacation, Holidays           | <input type="checkbox"/> |
| 5) Sick days                    | <input type="checkbox"/> |
| 6) Life Insurance               | <input type="checkbox"/> |
| 7) Other (Explain)              | <input type="checkbox"/> |

\* TO CALCULATE THE COST PER HOUR, DIVIDE 2,000 HOURS INTO THE BENEFIT COST PER YEAR PER EMPLOYEE.

(5) N.J.A.C. 12:50-2.1 and 6.1 The Public Works employers shall submit to the public body or lesser a certified payroll record each pay period within 10 days of the payment of wages.

Contractor Registration Number

NAME AND TITLE

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENT MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. N.J.S.A. 34:11-4.1 ET SEQ. 34:11-56.25 ET SEQ. AND N.J.A.C. 17:27 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.



### AGREEMENT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ in this year Two Thousand and Seven by and between Space Age Alarms, Inc. hereinafter called the Contractor, and the Board of Education, of the City School District of the City of White Plains, New York, hereafter called the Board, WITNESSETH, that the Contractor and the Board for the considerations hereinafter named agree as following:

**Article 1. Scope of the Work** - The Contractor shall furnish all materials, labor, transportation and equipment, and shall perform all work as shown on or required by the drawings and described in specifications entitled **BID #2007-16: MONITORING & MAINTENANCE OF SECURITY ALARM SYSTEMS**.

**Article 2. Changes in Work** - The Board without invalidating the Contract, may make changes by altering, adding to or deducting from the amount of work, the Contract sum being adjusted accordingly. All such changes shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time the change is ordered.

**Article 3. Claims for Extra Cost** - Should the Contractor claim that any instructions involve extra cost, he shall give the Board written notice thereof before execution of the work covered thereby and no such claim shall be recognized unless so made and unless written approval is given for him to proceed.

**Article 4. Board's Right to do Work** - Should the Contractor neglect to properly prosecute the work or fail to perform any provision of this Contract, the Board may, after three days notice in writing being given the Contractor, without prejudice to any other remedy the Board may have, make good such deficiencies and may deduct the cost thereof from payments then or thereafter due the Contractor.

**Article 5. Time of Completion** - The Contractor shall begin work within ten (10) days after the award of the Contract and the work shall be completed on or before the date set forth in this specification.

**Article 6. Contract Sum** - The Board shall pay to the Contractor for the performance of the Contract, subject to additions and deductions provided therein in current funds the sum of SEVEN THOUSAND SEVEN HUNDRED TWENTY TWO DOLLARS (\$7,722.00).

**Article 7. Progress Payments** - The Board shall make payments on account of the Contract as provided therein, as follows: On or about the Fifteenth day of each month ninety percent (90%) of the value, based on the contract price, of the labor and materials incorporated in the work and of materials suitable stored on the site thereof up to the first day of that month as estimated by the Director of Facilities & Operations less the aggregate of previous payments; and upon substantial completion of the entire work, a sum sufficient to increase the total payment to ninety percent (90%) of the Contract price.

**Article 8. Payments Withheld** - The Board may withhold all or any part of any payment to protect itself from loss on account of (a) Defective work not remedied, (b) Claims filed or reasonable evidence indicating probable filing of claims, (c) Failure of the Contractor to make proper payments to subcontractors or for materials or labor, (d) A reasonable doubt that the Contract can be completed for the balance unpaid, (e) Damage to another contractor or to the Board.

**Article 9. Acceptance and Final Payment** - Final payment shall be due forty-five (45) days after substantial completion of the work, provided the work be then fully completed and the Contract fully performed.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Director of School Facilities & Operations that all payrolls, material bills and other indebtedness connected with the work under the Contract have been paid.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Director of School Facilities & Operations that all payrolls, material bills and other indebtedness connected with the work under the Contract have been paid.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Director of School Facilities & Operations so certifies, the Board shall upon certificate of the Director of School Facilities & Operations, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**Article 10. Liens** - Neither the final payment nor any part of the retained percentage shall become due until the Contractor has delivered to the Board a complete release from all liens arising out of this Contract, or receipts in full covering all labor and materials for which liens could be filed, or bond satisfactory to the Board indemnifying him against any lien.

**Article 11. Contract Documents** - General Conditions of the Contract, the specifications and the drawings, together with this Agreement, and any addenda duly issued prior to the ultimate time set for the receipt of bids, form a Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the Specifications and Drawings:

Specifications .....Page 25 - 26  
Addenda .....  
Drawings.....

**Article 12. Sureties** - If at any time after the execution of this Contract and the bond or bonds required by the Contract Documents, the Board of Education shall deem any of the sureties upon such bond or bonds to be unsatisfactory, or if for any reason, such bond or bonds cease to be adequate security for the Board of Education, the Contractor shall within five (5) days after notice of the Board of Education so to do, furnish new or additional bond or bonds, in form, sum and signed by such sureties as shall be satisfactory to the Board of Education. No further payment shall be deemed due nor shall any further payment be made to the Contractor unless and until such new and additional bond or bonds shall be furnished and approved. The premium on such bond or bonds shall be paid by the Contractor.

**Article 13. Compliance with Labor and other Laws** - The Contractor hereby agrees that he and all subcontractors will comply with all of the provisions of any local law of the City of White Plains applying to the work and with the provisions of Article 8 of the New York State Labor Law, and also with all laws or acts amendatory thereto, and with Section 220 - 220E inclusive 221, 222, and 222A of the New York State Labor Law and acts amendatory thereto.

**PREVAILING WAGES:** All wages and supplements paid to laborers on this contract shall be in accordance with the New York State Department of Labor Prevailing Wage Schedule, specifically "General Construction Rates" for Westchester County. The schedule is available on the Department of Labor's web site at [www.labor.state.ny.us](http://www.labor.state.ny.us)

**Article 14. Contractor's Liability** - This Contract shall be null and void and of no effect unless the Contractor shall before entering upon the performance thereof, secure compensation insurance for the benefit of and keep insured, during the life of said Contract, all employees engaged thereon who are required to be insured by the provision of Chapter Forty-one of the laws of nineteen hundred and fourteen, known as the Workmen's Compensation Law, in compliance with the provisions of said law and acts amendatory thereto, as provided in Section 90 of the General Municipal Law of the State of New York.

The Contractor shall during the performance of this work take all necessary precautions and place proper guards for the prevention of accident, shall put up and keep all night, suitable and sufficient lights and shall indemnify and save harmless the Board of Education of the City of White Plains, and their employees, officers, and agents from all damages and costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in the regarding of the same, or from any improper materials, implements or appliances used in its construction, or by or on account of any act or commission of the Contractor or his agents.

The Contractor shall also take out and maintain during the life of this Contract such property damage and public liability insurance as will protect the Contractor (including agents and subcontractors, if any), and the Contractor's employees, officers and agents from any claims for damages to property and/or for personal injuries, including death, arising out of, occurring or caused by operations under this Contract by the Contractor, or by anyone directly or indirectly employed by said Contractor or arising out of this Contract, and such contingent property damage and public liability insurance policies as will protect the Board of Education of the City of White Plains, their employees, officers, and agents from any and all of the said herein above described claims.

All property damage and public liability policies and all contingent policies shall provide the amount of insurance herein elsewhere mentioned.

The Contractor, before execution of this Contract by the Board of Education, shall file with the Assistant Superintendent for his approval, one copy of each and every insurance policy required by the terms of this Contract.

Each and every insurance policy required by the terms of this Contract shall carry an endorsement to the effect that the insurance company will give at least ten (10) days notice to the Board of Education of any modification or cancellation of any such policy or policies.

Said insurance shall be subject to the approval of the Assistant Superintendent of Schools as regard company, adequacy and form of protection, and further the certified check submitted with the Contractor's bid may be held for and until said approval has been given.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract may, at the selection of the Board of Education, be forthwith declared suspended, discontinued or terminated.

Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractors concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the following amounts:

1. Compensation .....Unlimited
2. Property Damage .....\$1,000,000
3. Public Liability Insurance.....\$1,000,000
4. Owner's-Contractor's Protective Liability .....\$1,000,000

Certificate of insurance shall be furnished with the White Plains City School District as additional insured.

Insurance shall be "A" or "A-"rated, New York State approved, and run the length of the contract.

Proof of the carrying of Workmen's Compensation, public liability and property damage insurance in the required amounts must be filed with the Board of Education of the City School District of the City of White Plains, New York.

In the event that claims in excess of these amounts are filed by reason of any operation under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the Board of Education of the City School District of the City of White Plains, New York.

**Article 15.** Fire Insurance - The Board shall maintain fire insurance covering all work incorporated in the building and the materials for same in or about the premises.

**Article 16.** Guarantee - The Contractor shall and does hereby as part of the Contract guarantee all materials and workmanship furnished under the Contract, for a period of one year from the date of the completion and acceptance thereof, and shall repair and make good all defects which may develop during that period, through no fault or neglect of the Board and not due to ordinary wear and tear.


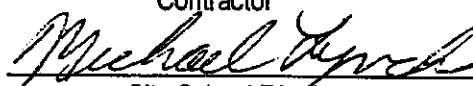
**Article 17.** This Contract shall be binding upon the Board of Education and its successors and upon the Contractor Space Age Alarms, Inc. executors, administrators, successor or assignee. (Note: Delete "executors, administrators" if Contractor is a Corporation.)

IN WITNESS WHEREOF the \_\_\_\_\_ hereto have executed this Agreement, the day and year first written above.

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contractor  
  
\_\_\_\_\_  
City School District  
of the  
City of White Plains, NY

WP-SPACE AGE-0082  
Hyman Smith

### GENERAL CONDITIONS

1. General: These General Conditions are hereby included in and made a part of the Contract.
2. Information:
  - (a) All information relating to this Contract shall be obtained at the office of the Director of School Facilities & Operations.
  - (b) No verbal answer will be given to any inquiries in regard to the meaning of the drawings and specifications, nor will any verbal instructions be given previous to the award of the Contract. No verbal statement regarding this by any persons previous to the award of the Contract shall be authoritative. Any explanation desired by bidders must be requested in writing. If reply is made it will be communicated to all bidders.
3. Scope:
  - (a) It is the intention that these specifications, together with the Schedule Specifications and the plans, if any, accompanying the same shall provide for the making of certain specific alterations and repairs in the school or place named in the advertisement. Any doubt as to the meaning of these General Conditions, the Schedule Specifications or the plans in connection therewith, or any obscurity in the wording, will be explained by the Director of School Facilities & Operations and all directions and explanations required, alluded to or necessary to complete any of the provisions of the said specifications and the plans, and to give them due effect, will be given by the Director.
  - (b) The Contractor shall furnish all labor, implements and materials required in the construction of the work in order that it may be completed in every respect according to the plans and specifications and interpretation thereof by the Director of School Facilities & Operations. Anything shown on plans and not mentioned in specifications, or vice versa, shall be done as if mentioned in both.
4. Examination of Site and Buildings: Each bidder will be held to have examined the premises and have compared these with the drawings and specifications, and to have satisfied himself of the condition existing at the site and buildings relating to all matters that may be incidental to the work under Contract, before the delivery of his proposal, and no allowance will subsequently be made to Contractor by reason of any error on his part due to his negligence or failure to comply with requirements of this clause.
5. Time for Beginning and Completing Work: All time limits stated in the Contract documents are of essence of the Contract. The word "Completion" shall mean full and exact compliance with the provisions and requirements, expressed or implied, in the specifications and drawings, accompanying and forming part of the same, including all amendments, revisions, corrections or additions, duly authorized.
6. Special or Patented Articles, Infringements: The Contractor and his sureties shall assume responsibilities for any suits for infringements or on account of any patent rights connected with any of the materials, appliances, articles or systems used in the performance of this work, and shall protect the Board of Education and the City and hold them harmless against any such suits which may be brought before or after completion of the work. Whenever an article or any class of materials is specified by the trade name of any particular patentee, manufacturer or dealer, or by reference to the catalog of a manufacturer or dealer, it shall be taken as intending to mean and specify the articles or materials described or any other equal thereto in quality, finish and durability, and equally as serviceable for the purpose for which it is or they are intended, as may be judged and determined by the Director.

If the Contractor shall submit and the Director shall approve any article or materials as equal in quality, finish and durability and equally serviceable for the purpose for which any article or any class of materials are intended.



specified by a trade name or by the name of any particular patentee, manufacturer or dealer, or by reference to the catalog of any manufacturer or dealer as called for in the specifications, the Contractor hereby agrees to repair at his own expense any defects which may develop in the article or material substituted at any time within two years after the completion of the entire work called for by the Contract. No extension of time will be allowed for the time lost in consideration of any article to be substituted by the Contractor.

7. **Permits, Fees, Etc:** The Contractor shall obtain all permits and pay all fees for same the Municipal or other public authorities, give all notices required by law, Municipal Ordinances or the rules and regulations of the various Municipal Bureaus or Departments.
8. **Plans, Checking, Extra Work:**
  - (a) All plans and drawings shall be the property of the Board of Education and as such shall be subject to the control of the Director and shall be returned to him at the completion of the several works if he shall so require.
  - (b) The Contractor shall in no case alter plans or figures or make any changes in the work, unless authorized by the Director in writing. The Contractor shall check all figures and dimensions shown on the plans and details before proceeding with the work, and shall be held responsible for any errors not discovered before the work has been executed, it being distinctly understood that alteration in or additions to the quantity, character or arrangement of the materials or work involving additional or extra expense shall not be permitted or paid for, unless they shall have been first submitted to the Director and approved according to the Contract.
9. **Labor:** All labor shall be performed by skilled workmen and the Contractor shall not employ men or means which may cause stoppage or delay in the work under this Contract or that of any other contractor or any work in or about the premises of these buildings or any buildings or premises under the control of the Board of Education.

Each time a serviceman performs any work in the District he shall report his arrival and departure and what service he is performing to the custodian in charge.

The contractor shall submit to the Facilities & Operations Department a full report of the service call which shall include:

- (a) Date and time;
- (b) Name of person performing work;
- (c) On-job service time;
- (d) Description of work, including all parts replaced or repaired.

10. **Foreman:** The Contractor shall devote his time and personal superintendence to the execution of the work, and shall employ and retain at the building from the commencement of the work until the entire completion thereof, a competent foreman acceptable to the Director, who in the absence of the Contractor, shall see that the Director's instructions are carried out and be capable of maintaining a proper oversight and care of the work, irrespective of any foreman employed by any subcontractor.
11. **Materials and Inspection:** The Contractor shall provide for the repairs, alterations and additions, complete in all their parts, all materials throughout shall be of the best quality of their several kinds, or as specifically called for in the specifications and the work shall be done in a substantial and workmanlike manner by mechanics skilled in their respective trades. All work shall be performed under the direction, supervision and inspection of the Director of Facilities & Operations, and such persons as he may appoint who shall each and all have power at any and all times to enter upon every part of the premises and works, and shall also have power to reject all work and materials that do not conform to the letter and spirit of these specifications and drawings, but the failure to exercise such powers, however, shall not be

construed, or held by the Contractor, to be an admission on the part of the said Director that the work, or any part thereof, has been faithfully performed in case the fact shall be otherwise.

**12. Non-interference with Occupation of the Buildings and Premises:**

- (a) The Contractor must take into consideration the fact that the sessions of the school must be continued as usual during the progress of the work. The operation of the fire alarm, telegraph, the interior fire alarm system, gongs, bells and telephones must not be interfered with.
- (b) Fixtures or essential parts of material or equipment shall not be removed until permission is given by the Director and, in the case of replacements, not until the essential material or fixture therefore shall have been delivered at the building.
- (c) The safety of the pupils and teachers requires that nothing shall be done to in any way block the streets in or about the exits, or the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering therein, to the Director of Facilities & Operations who will perfect a working agreement with the principal of the school so that the work may be carried forward in a manner to interfere as little as possible with the school session.
- (d) All work is to be done during the Summer Vacation 6/25/07 – 8/17/07
- (e) Whenever work is carried on during school sessions, not more than one stairway shall be closed off from free and safe use of the pupils at any time, and this only after the written permission of the Director of Facilities & Operations has been obtained. No part of the building or premises shall be closed to the use of the occupants without the permission of the Director of Facilities & Operations. When such permission has been given, the Contractor shall provide and erect temporary partitions, barriers, etc., wherever required to insure absolute safety of the occupants of the building or premises.

- 13. Use of Present Material:** Unless otherwise specified, it is the intention that new materials shall be furnished, but if during the progress of work it is found that present materials are sound and of proper quality and dimensions, as required by the plans, details and specifications, the Contractor may use the same, provided they are acceptable to and have first been approved by the Director of Facilities & Operations.

- 14. Ownership of Removed Materials:** All removed materials not required in the carrying out of the work under this Contract, plans and specifications shall, unless otherwise specified, become the property of the Contractor, the value, if any, or the expense of removing the same, or both, shall be taken into consideration by him in making up his bid.

**15. Removal of Dirt and Rubbish:**

- (a) The Contractor shall remove all dirt, rubbish and old material from the premises as the work progresses; no refuse or useless material of any kind shall be stored in any of the rooms, halls, passageways or yards, and no accumulation of dirt or rubbish shall remain in or about the premises as at any time during the continuance of the work for a longer period than twenty-four hours. In removing dirt, etc., or conveying materials in or out of the premises, the floors, doors, door jambs, steps, platforms, pavements, etc., shall be protected from all damage by covering them with planks, boards, or other suitable materials.
- (b) Should the Contractor fail to keep the building, premises and surrounding sidewalks and streets clean and free from his rubbish or surplus material, then the Director of Facilities & Operations shall employ such parties as he pleases, in the open market, to remove the rubbish or material and shall withhold from any payments due the Contractor such sum as may be required to pay for the removal of the rubbish or material, and such sum shall be deducted from the amount of the Contract.

16. **Removals and Replacements:** The Contractor shall remove pictures, maps, and other articles or fixtures on the walls, also window shades, furniture, radiators, radiator screens or shields, plumbing, steam, gas and electric work, or any work, material, apparatus or fixtures of any description, as may be necessary to complete the alterations to be made in the building, or to facilitate repairing and painting, and all such articles, materials, fixtures, etc., which have been removed shall be reset, relocated, replaced, etc., as may be directed by the Director of Facilities & Operations and as may be necessary to leave the work and premises complete and in perfect order. When any of the above equipment is defective or missing, this condition shall be reported to the inspector and the custodian before any equipment is disturbed.
17. **Preservation of Buildings and Equipment:** The premises shall not be used as a workshop to the detriment of any portion thereof. Neither the teachers' nor pupils' desks, tables or equipment in any room shall be used as workbenches; neither shall material or other furniture be piled thereon without proper protection.
18. **Responsibility for work, the Building and Its Equipment:** The Contractor shall be responsible for his work and materials until the same is completed and accepted. Should any damage occur to any part or portion of the premises or building or its equipment, or to adjoining property, during the performance of the work, under this Contract, which might in any way be attributed to this Contractor, his subcontractors, their employees, agents, or workmen, or in the receipt or delivery of materials or supplies, or in any other manner, said damage shall immediately be properly repaired and made good without additional charge.
19. **No Smoking:** Smoking shall not be permitted within the School Buildings.
20. **Fire Protection:** All mechanics using fire-pots, furnaces, blow-torches, etc., shall leave the same at the end of the day's work in a safe place designated by the school custodian. Apparatus of melting tar or asphalt and the fuel for it shall not be used or stored on the sidewalks or in the yards or any part of the school premises without the permission of the Director of Facilities & Operations.
21. **Duplication of Work:** Where work as specified is duplicated or overlapped by work of other contractors, performed before or to be done, during the execution of this Contract, that portion of the work shall be omitted, at the discretion and approval in writing, of the Director of Facilities & Operations, who will determine the proper allowance to be made for materials and labor so omitted.
22. **Changes in Levels:** When changes in levels are made in any of the floors inside the buildings, or pavements or yard levels on the outside thereof, through the laying of new floors of any material whatsoever, or the putting down of pavements, or regulating or grading, or for any similar cause, adjustment shall be made by the Contractor of matters which would otherwise interfere, i.e., the raising or lowering of floor registers, trap screw, plugs, catch-basins, covers to dry wells, coal holes, fresh air inlets, pavements, sidewalks, doors, sliding doors, grates, railing, tracks and other things as the case may be, and to make adjustments if need be at the intersection of new and old surfaces.
23. **Grades and Levels:** In Work which involves the setting of curbs or the laying of sidewalks, or the erection of fences, or the construction of retaining walls, or for other purposes, the Contractor shall take all lines, levels and grades from those legally established as shown by the survey or as indicated by the Department of Public Works or other competent authority.
24. **Water:** The Board of Education will provide and pay for water necessary for all work on the premises up to the time of its completion.
25. **Samples:**
  - (a) The Contractor shall furnish for approval all samples required by the specifications; also, in all cases where material and quality are not definitely specified, samples or specimens shall be submitted to the Director of School Facilities & Operations for approval. Neither experimental nor



untried types of construction, materials, devices, apparatus, etc. will be accepted. The work shall be in accordance with approved samples.

- (b) The approval of samples is for quality, color and finish generally and does not modify the requirements of the specification or drawings as to dimension or design.

- 26. **Bonds:** A bid bond, certified check or cash is required to accompany the bid. Any bid that is not accompanied by cash, certified check or bid bond will be rejected.

Note: In order to remain on our bid list, and automatically receive the next bid of this type, you must respond to this bid with either a bid or a written request to stay on our bid list.

**SPECIFICATIONS**  
**BID #2007-16: MONITORING & MAINTENANCE OF SECURITY ALARM SYSTEMS**

It is the intention of this specification to include all labor, material and equipment to provide a one year maintenance contract for the Security Alarm Systems located in various school district sites. This service includes monitoring of freezer alarms in various kitchens, and emergency telephones in elevators, and magnetic door strike and key swipe systems at the various locations.

Qualifications of Bidders

The firm and/or principals shall have ten years' experience in servicing and maintaining all types of security alarm and detection systems.

Maintenance Service

During contract period, inspection and testing will be done two (2) times in all locations.

Trained personnel shall be employed and supervised to keep equipment operating properly.

ROUTINE MAINTENANCE SERVICE SHALL BE DONE WHEN SCHOOL IS NOT IN SESSION.

Emergency repair calls shall be done at times within the guidelines of the specifications.

Contract Period July 1, 2007 through June 30, 2008

The contract price shall provide, but not be limited to:

1. Scheduled inspections and tests, in July & August and in December/February
2. Replacement of defective parts or equipment including batteries that have failed.
3. Travel expense and labor charges for unlimited service and emergency calls during normal working hours.
4. Replacement of any device activated or broken during testing procedures.

Monitoring Requirements

1. Provide new key pad and communicator device.
2. Provide labor, materials, and parts to monitor the security alarm system.
3. Notify appropriate police department officials and school personnel in the event of an emergency.
4. Provide battery back-up to maintain monitoring of system during a power outage.
5. Provide radio back-up to maintain monitoring of system during times when phone lines are out of service.

Additional Conditions

1. Damage due to vandalism, fire, storm, water, shall not be part of the contract.
2. The contractor shall be responsible for the burglar alarm system within each building.
3. The contractor must visit each site and familiarize himself with all the equipment. All defective equipment, parts, etc. shall be noted and cost of correction shall be reflected in bid submission.
4. The contractor must be capable of providing service within 24 hours after receipt of call.
5. Any parts installed onto the system become the property of the school district – NO EXCEPTIONS.

Cancellation of Contract

The School District reserves the right to cancel the contract by giving one week's written notice for unsatisfactory service. The City School District shall be the sole judge of what constitutes satisfactory or unsatisfactory service on the part of the contractor.

Partial Cancellation of Contract

The City School District reserves the right to cancel any portion or item of contract as deemed necessary in the best interest of the school district. This option may be exercised at any time during contract. NOTE: City School District may cancel contract for any school as dictated by decreasing enrollment.

Repair Facilities

The contractor shall have adequate shop facilities and parts inventory to provide required service.

Service Tickets

The contractor shall have the building custodian sign the work ticket and one copy left with school. Work tickets shall be numbered.

Billing

Any billing submitted without an authorized signature will not be honored.

NOTE: No modifications to the system may be made by the successful bidder without prior approval of the director of Facilities and Operations. Installed key pads/communicators are the property of the School District.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

SPACE AGE ALARMS, INC.,

:

Plaintiff(s),

:

07 CIV. 7606

-against-

:

**VERIFICATION**

THE BOARD OF EDUCATION OF THE  
WHITE PLAINS CITY SCHOOL DISTRICT, :  
MICHAEL J. LYNCH AND  
ALARM SPECIALISTS, INC. :

:

Defendant(s).

-----X

Gary Davis being duly sworn hereby deposes and states under penalty of perjury that he is the Vice President of Alarm Specialists Inc., a defendant in the above named action:

1. Said Defendant is a corporation existing, created and operated under the laws of the State of New York.

2. Gary Davis has read the foregoing Complaint, including the Affirmative Defenses and same seem are true based upon his personal knowledge and information except for any statements made upon information and belief, and as to any such matter such is believed to be true.

3. Gary Davis is authorized to act in this matter on behalf of the corporate defendant.

\_\_\_\_/S/ \_\_\_\_Gary Davis\_\_\_\_\_  
Alarm Specialists, Inc.  
By: Gary Davis, V.P.

Sworn to before me on this  
\_\_\_\_ day of October, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

Hugh G. Jasne, Esq. (HGJ-5041)  
*Attorney for Defendant Alarm Specialist*  
JASNE & FLORIO, L.L.P.  
525 North Broadway, Suite 222  
White Plains, NY 10603  
(914) 997-1212

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
SPACE AGE ALARMS, INC.,  
:  
Plaintiff(s),  
:  
-against- 07 CIV. 7606  
:  
RULE 7.1 STATEMENT  
THE BOARD OF EDUCATION OF THE  
WHITE PLAINS CITY SCHOOL DISTRICT, :  
MICHAEL J. LYNCH AND  
ALARM SPECIALISTS, INC. :  
:  
Defendant(s).  
-----X

Pursuant to Federal Rule of Civil Procedure 7.1 [formerly Local General Rule 1.9] and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for ALARM SPECIALISTS, INC. (a private non-governmental party) certifies that the following are corporate parents, affiliates and/or subsidiaries of said party, which are publicly held.

NONE.

Dated: White Plains NY  
October 23, 2007

/S/\_\_\_\_\_  
Hugh G. Jasne, Esq.  
HGJ-5041